

Vol II
TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1924

No. 551

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION,
THE ATLAS PORTLAND CEMENT COMPANY, THE
ALLENTOWN PORTLAND CEMENT COMPANY, ET AL,
RESPONDENTS.

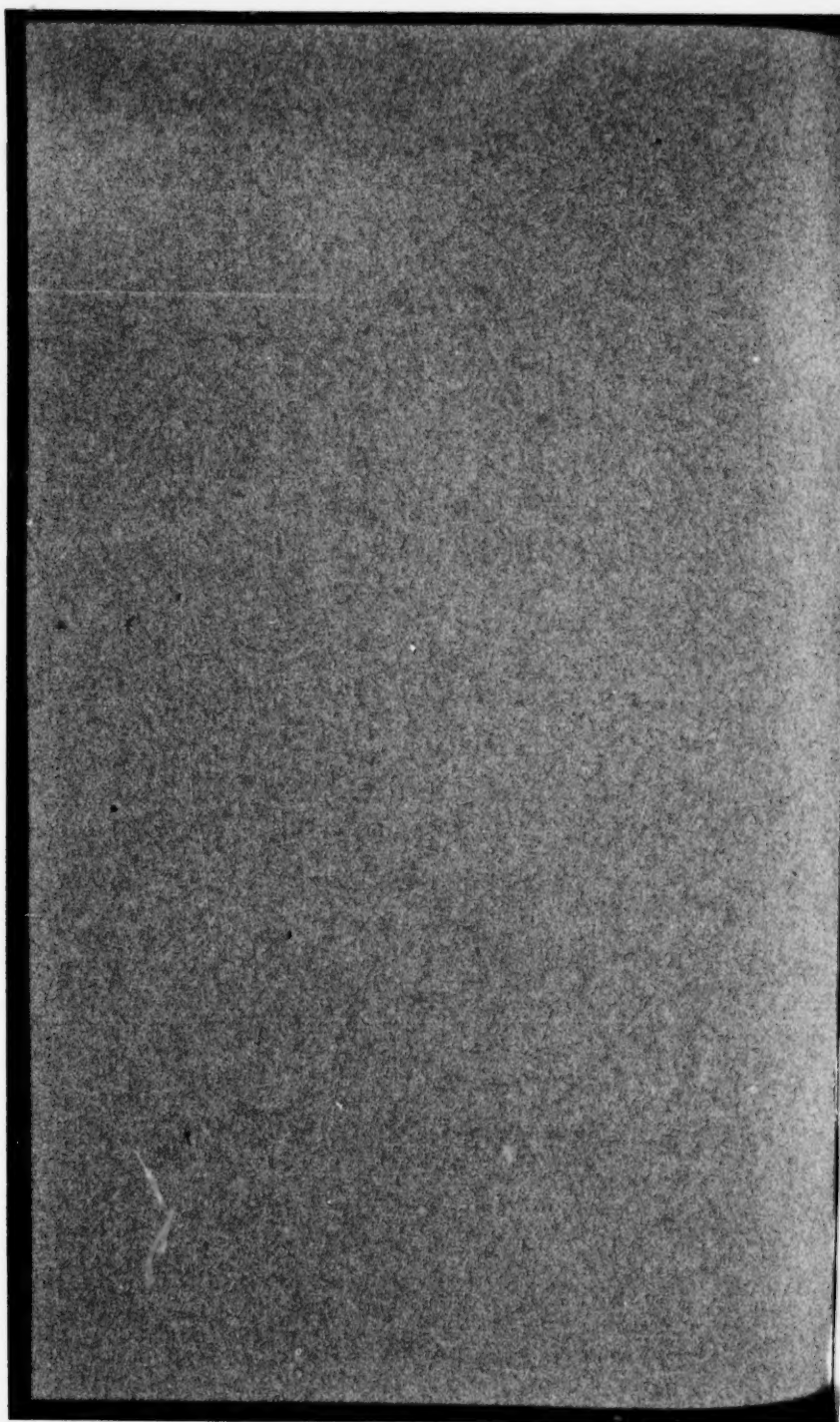
vs.

THE UNITED STATES OF AMERICA

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR
THE SOUTHERN DISTRICT OF NEW YORK

FILED JULY 24, 1924

(80,512)



(30,516,

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1924

No. 551

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION,
THE ATLAS PORTLAND CEMENT COMPANY, THE
ALLENTOWN PORTLAND CEMENT COMPANY, ET AL.,
APPELLANTS,

vs.

THE UNITED STATES OF AMERICA

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR
THE SOUTHERN DISTRICT OF NEW YORK

VOLUME II.

INDEX

	Original	Print
Govt. Exhibit No. 216—Letter from J. F. Lenning to Cement Manufacturers Protective Association, Sep- tember 8, 1919.....	1268½	645
Govt. Exhibits Nos. 217 to 219—Correspondence be- tween G. F. Bayle and R. E. Griffith.....	1269	645
Govt. Exhibit No. 220—Telegram from Glens Falls Portland Cement Co. to Cement Manufacturers Pro- tective Association, October 17, 1919.....	1271	647
Govt. Exhibit No. 221—Letter from Archibald Cox to H. S. Gaines, October 21, 1919.....	1271½	647
Govt. Exhibits Nos. 222 and 223—Correspondence be- tween R. E. Griffith and G. S. Bayle.....	1272½	648
Govt. Exhibit No. 224—Letter from R. E. Griffith to C. W. Bacon, February 18, 1916.....	1274	649
Govt. Exhibit No. 225—Letter to F. W. Kelley, Feb- ruary 18, 1916.....	1274½	649

INDEX

	Original	Print
Govt. Exhibit No. 226—Letter from Joseph Brobston to R. E. Griffith, March 25, 1916.....	1275½	650
Govt. Exhibit No. 227—Letter from M. S. Ackerman to R. E. Griffith, March 1, 1916.....	1276½	651
Govt. Exhibit No. 228—Letter from C. W. B. to W. D. Lober, May 22, 1917.....	1277½	651
Govt. Exhibit No. 229—Letter from W. A. Holman to Mr. Gaines, February 1, 1918.....	1278½	652
Govt. Exhibit No. 230—Letter from L. A. C. to R. E. Griffith, May 4, 1916.....	1279½	653
Govt. Exhibit No. 231—Letter from R. E. Griffith to L. A. Cover, May 6, 1916.....	1280½	654
Govt. Exhibit No. 232—Letter from H. S. Gaines to W. A. Holman, February 28, 1919.....	1281½	654
Govt. Exhibit No. 233—Letter from H. S. Gaines to E. R. Stapleton, January 27, 1920.....	1282	655
Govt. Exhibit No. 234—Letter from W. N. Beach to G. F. Bayle, May 14, 1918.....	1282½	655
Govt. Exhibit No. 235—Letter from W. S. Mallory to A. C. Steece, December 31, 1915.....	1283½	656
Govt. Exhibit No. 236—Letter from Cement Manufacturers Protective Association to Richard Hardy, January 21, 1916.....	1288	660
Govt. Exhibit No. 237—Letter from Cement Manufacturers Protective Association to W. P. Corbett, April 10, 1916.....	1292	661
Govt. Exhibit No. 238—Letter from W. D. Lober to J. K. Barbour, May 7, 1917.....	1292½	662
Govt. Exhibit No. 239—Letter from H. S. Gaines to Archibald Cox, November 29, 1918.....	1293	662
Govt. Exhibits Nos. 240 and 241—Correspondence between H. S. Gaines and J. J. Mathes.....	1294	663
Govt. Exhibit No. 242—Plant capacity Portland Cement Association.....	1296	664
Govt. Exhibit No. 243—Trade practices in the cement industry, January, 1919.....	1297	664
Govt. Exhibit No. 244—Trade practices in the cement industry, 1916.....	1317	664
Govt. Exhibit No. 245—Report of the committee on trade conditions.....	1338	664
Govt. Exhibit No. 246—Letter from P. H. Wilson to J. K. Barbour, December 24, 1914.....	1358	665
Govt. Exhibit No. 247—Letter from Security Cement & Lime Co. to P. H. Wilson, January 2, 1915.....	1359	666
Govt. Exhibit No. 248—Letter from J. P. Beck to J. K. Barbour, June 24, 1913.....	1359½	666
Govt. Exhibit No. 249—Letter from Security Cement & Lime Company to J. P. Beck, July 3, 1916.....	1360½	667
Govt. Exhibit No. 250—Letter from Cement Manufacturers Protective Association to C. H. De Woody, December 17, 1917.....	1361	667

INDEX

iii

	Original	Print
Govt. Exhibit No. 251—Reports of member companies.	1361½	668
Govt. Exhibit No. 252—Telegram, De Woody to Bacon.	1362	668
Govt. Exhibit No. 253—Letter from W. M. Kinney to A. D. Naylor, December 1, 1919.....	1363	669
Govt. Exhibit No. 254—Letter from W. M. Kinney to A. D. Naylor, August 30, 1920.....	1364	669
Govt. Exhibit No. 255—Letter from H. E. Hilts to L. A. Cover, January 30, 1918.....	1364½	670
Govt. Exhibit No. 256—Letter from R. E. Griffith to Felton Construction Co., August 28, 1919.....	1366	670
Govt. Exhibit No. 257—Letter from J. F. Twamley to Felton Construction Company.....	1367	670
Govt. Exhibit No. 258—Letter from B. L. Swett to W. F. Felton, September 4, 1919.....	1368	670
Govt. Exhibit No. 259—Letter from Vulcanite Portland Cement Co. to Felton Construction Co., September 18, 1919	1369	670
Govt. Exhibit No. 260—Letter from G. H. Elliott to Felton Construction Co., August 28, 1919.....	1370	670
Govt. Exhibit No. 317—Letter from P. I. Halecombe to highway commissioner of New Jersey, May 17, 1919	1371	670
Govt. Exhibit No. 318—Letter from T. F. McBride to State highway comm. of New Jersey, May 17, 1919..	1373	670
Govt. Exhibit No. 319—Letter from T. G. Barr to State highway comm. of New Jersey, May 16, 1919..	1374	670
Govt. Exhibit No. 320—Letters from E. P. Williams to R. H. Exton, May 16, 1919.....	1376	670
Govt. Exhibit No. 321—Letter from Manning, Freeman & Son to State highway comm. of New Jersey, May 17, 1918.....	1378	671
Govt. Exhibit No. 322—Letter from Manning, Freeman & Son to State highway comm., May 17, 1919.....	1381	672
Govt. Exhibit No. 324—Letter from R. T. Cope to W. G. Thompson, March 24, 1919.....	1383	673
Govt. Exhibit No. 325—Letter from T. M. Coogan to W. G. Thompson, March 17, 1919.....	1383½	673
Govt. Exhibit No. 326—Circular letter from W. G. Thompson, March 12, 1919.....	1385	675
Govt. Exhibit No. 327—Letter from W. A. Holman to W. G. Thompson, March 21, 1919.....	1385½	675
Govt. Exhibit No. 328—Letter from J. F. Twamley to W. G. Thompson, March 17, 1919.....	1387	676
Govt. Exhibit No. 329—Correspondence between W. G. Thompson and R. W. Hilles.....	1388	677
Govt. Exhibit No. 330—Letter from H. M. Scott to W. G. Thompson, March 19, 1919.....	1394	680
Govt. Exhibit No. 331—Letters from R. E. Griffith to W. G. Thompson, March 17 and March 22, 1919.....	1397	680

	Original	Print
Govt. Exhibit 332—Letter from H. H. Ward to W. G. Thompson, March 21, 1919.....	1398½	681
Govt. Exhibit No. 333—Letter from Frank H. Smith to W. G. Thompson, March 15, 1919.....	1399	682
Govt. Exhibit No. 334—Letter from B. L. Swett to State highway comm. of New Jersey, March 18, 1919.	1400	682
Govt. Exhibit No. 335—Letter from T. O. Bretherton to W. G. Thompson, March 17, 1919.....	1401	683
Govt. Exhibit No. 336—Letter from Charles H. Cox to W. G. Thompson, March 17, 1919.....	1402	684
Govt. Exhibit No. 337—Letter from Albert Moyer to State highway comm. of New Jersey, March 18, 1919.	1404	684
Govt. Exhibit No. 338—Letter from Albert Moyer to L. C. Morton, March 21, 1919.....	1405	685
Govt. Exhibit No. 339—Letter from F. A. Sweeney to State highway comm. of New Jersey, March 16, 1921.	1406½	685
Govt. Exhibit No. 340—Letter from E. P. Williams to State highway comm. of New Jersey, March 21, 1921.	1407	685
Govt. Exhibit No. 341—Letter from T. G. Barr to State highway comm. of New Jersey, March 17, 1921.....	1410	685
Govt. Exhibit No. 342—Letter from A. J. Stanford to A. Lee Grover, March 18, 1921.....	1412½	687
Govt. Exhibit No. 343—Letter from G. M. Friese to T. J. Wasser, March 15, 1921.....	1413½	687
Govt. Exhibit No. 344—E. Jaynes to New Jersey State highway department, March 18, 1921.....	1414	688
Govt. Exhibit No. 345—Letter from J. K. Barbour to J. E. Thropp, May 18, 1916.....	1418	688
Govt. Exhibit No. 346—Contract between Saxton Supply Store and J. E. Thropp.....	1421	689
Govt. Exhibit No. 347—Letter from B. L. Smith to Saxton Supply Store, June 3, 1916.....	1423	689
Govt. Exhibit No. 348—Bid, Allentown Portland Cement Co. to Boston transit commission.....	1424	689
Govt. Exhibit No. 349—Bid, Lehigh Portland Cement Co. to Boston transit commission.....	1425½	691
Govt. Exhibit No. 350—Bid, Alpha Portland Cement Co. to Boston transit commission.....	1427	692
Govt. Exhibit No. 351—Bid, Coplay Cement Manufacturing Co. to Boston transit commission.....	1430	695
Govt. Exhibit No. 352—Bid, Atlas Portland Cement Co. to Boston transit commission.....	1431½	696
Govt. Exhibit No. 353—Letter from Ira L. Gilkyson to Cement Manufacturers Protective Association, March 17, 1916.....	1433	698
Govt. Exhibit No. 354—Letter from Albert Moyer to Cement Manufacturers Protective Association, March 17, 1916.....	1433½	698
Govt. Exhibit No. 355—Letter from Cement Manufacturers Protective Association to Joseph Brobston, March 21, 1916.....	1434½	699

INDEX

	V	
	Original	Print
Govt. Exhibit No. 356—Letter from R. W. Hilles to Cement Manufacturers Protective Association, April 4, 1916.....	1435	699
Govt. Exhibit No. 357—Letter from H. H. Ward to C. W. Bacon, March 30, 1916.....	1435½	699
Govt. Exhibit No. 358—Letter from Cement Manufacturers Protective Association to H. H. Ward, March 31, 1916.....	1436	700
Govt. Exhibits Nos. 359, 360, 361—Correspondence between Albert Moyer and Cement Manufacturers Protective Association.....	1436½	700
Govt. Exhibit No. 362—Letter from F. M. Coogan to C. W. Bacon, November 7, 1916.....	1438	701
Govt. Exhibit No. 363—Letter from B. L. Swett to H. S. Gaines, November 16, 1917.....	1439	792
Govt. Exhibit No. 364—Letter from F. M. Coogan to Sales department, August 24, 1918.....	1439½	702
Govt. Exhibit No. 365—Letter from F. H. Smith to H. S. Gaines, July 12, 1918.....	1440½	703
Govt. Exhibit No. 366—Letter from F. A. Weibel to Cement Manufacturers Protective Association, April 25, 1918.....	1441½	704
Govt. Exhibit No. 367—Letter from R. E. Griffith to F. H. Smith, March 5, 1919.....	1442	704
Govt. Exhibits Nos. 368, 369, 370, 371, 372—Letters from D. H. MacFarland to C. W. Bacon.....	1442½	705
Govt. Exhibit No. 374—Statement of cement produced by member companies, 1918-1920.....	1445½	706
Govt. Exhibit No. 373a—Statement of cement produced by member companies, 1915-1917.....	1446	706
Govt. Exhibit No. 376—Statement showing business transacted by members of the Cement Manufacturers Protective Association, 1916-1920.....	1447½	706
Govt. Exhibit No. 375a—Statement showing business transacted by all companies reporting to Cement Manufacturers Protective Association, 1916-1920....	1448	706
Govt. Exhibit No. 377—Statement showing ratio between business transacted by member companies and total production by all companies, 1916-1920.....	1449	706
Govt. Exhibit No. 378—Statement showing ratio of shipments of members of Cement Manufacturers Protective Association to total shipments, 1915-1917.	1449½	706
Govt. Exhibit No. 379—Statement showing ratio of shipments of members of Cement Manufacturers Protective Association to total shipments, 1918-1920....	1450	706
Govt. Exhibit No. 380—Shipping ratios, 1915-1920....	1450½	706
Govt. Exhibit No. 381—Cement shipped by defendant companies, 1916-1920.....	1451	706
Govt. Exhibit No. 382—Shipping ratios, 1916-1920....	1451½	706

	Original	Print
Govt. Exhibit No. 383—Shipments for other mills, 1918-1920	1452	706
Govt. Exhibit No. 384—Shipments from one mill to another, 1918-1920.....	1452	706
Govt. Exhibit No. 385—Annual capacities of reporting members, January, 1917.....	1453	706
Govt. Exhibit No. 386—Annual capacities, 1920.....	1453½	708
Govt. Exhibit No. 387—Annual capacities of defendant companies, 1919-1921.....	1454	706
Govt. Exhibit No. 388—Capacity of mills as furnished by defendants and relative capacity as computed by the Government.....	1454½	706
Govt. Exhibit No. 389—Statement showing business actually received as compared to that which would have been received on a relative capacity basis, 1920.....	1455	706
Govt. Exhibit No. 390—Statement showing business actually received as compared to that which would have been received on a relative capacity basis, 1916-1920	1455½	708
Govt. Exhibit No. 391—Ratio of cement produced to capacity, 1916-1920.....	1456	706
Govt. Exhibit No. 392—Annual capacity of 1920 as compared with production.....	1456½	706
Govt. Exhibit No. 393—Commitments and unshipped balances on contracts.....	1457	706
Govt. Exhibit No. 394—Total cement shipped by defendants, first eight months 1920, September, October, and November, 1920, and first 11 months 1920....	1457½	706
Govt. Exhibit No. 395—Number of new contracts written and cancelled, September to December, 1920....	1458	706
Govt. Exhibit No. 396a—New contracts from September 1 to December 31, 1920.....	1459	706
Govt. Exhibit No. 397a—Cancellations from September 1 to December 31, 1920.....	1459½	706
Govt. Exhibit No. 398—Summary of contracts for first eleven months of 1920.....	1460½	706
Govt. Exhibit No. 399—Statement showing annual finished cement capacity, capacity for eight months, shipments, etc., 1920.....	1461	706
Govt. Exhibit No. 400—Cement shipped during first eight months of 1919.....	1461½	706
Govt. Exhibit No. 403a—Statement of unshipped balances, cancellations, etc., from September 1 to November 30, 1920.....	1462	706
Govt. Exhibit 404a—Statement of unshipped balances, etc., as of September 1, 1920.....	1462½	706
Govt. Exhibit No. 405—Monthly summary of contracts for first two months of 1919.....	1463	706
Govt. Exhibit No. 406—Summary of contracts for first three months of 1919.....	1463	706

INDEX

vii

	Original	Print
Govt. Exhibit No. 407—Summary of contracts for first four months of 1919.....	1463½	706
Govt. Exhibit No. 408—Summary of contracts for first five months of 1919.....	1463½	706
Govt. Exhibit No. 409—Summary of contracts for first six months of 1919.....	1464	706
Govt. Exhibit No. 410—Summary of contracts for first seven months of 1919.....	1464	706
Govt. Exhibit No. 411—Summary of contracts for first eight months of 1919.....	1464½	706
Govt. Exhibit No. 412—Summary of contracts for first nine months of 1919.....	1464½	706
Govt. Exhibit No. 413—Summary of contracts for first ten months of 1919.....	1465	706
Govt. Exhibit No. 414—Summary of contracts for first eleven months of 1919.....	1465	706
Govt. Exhibit No. 415—Summary of contracts for twelve months, 1919.....	1465½	706
Govt. Exhibit No. 416—Summary of contracts for first two months, 1920.....	1465½	706
Govt. Exhibit No. 417—Summary of contracts for first three months, 1920.....	1466	706
Govt. Exhibit No. 418—Summary of contracts for first four months, 1920.....	1466	706
Govt. Exhibit No. 419—Summary of contracts for first five months, 1920.....	1466½	706
Govt. Exhibit No. 420—Summary of contracts for first six months, 1920.....	1466½	706
Govt. Exhibit No. 421—Summary of contracts for first seven months, 1920.....	1467	706
Govt. Exhibit No. 422—Summary of contracts for first eight months, 1920.....	1467	706
Govt. Exhibit No. 423—Summary of contracts for first nine months, 1920.....	1467½	706
Govt. Exhibit No. 424—Summary of contracts for first ten months, 1920.....	1467½	706
Govt. Exhibit No. 425—Summary of contracts for first eleven months, 1920.....	1468	706
Govt. Exhibit No. 426—Summary of contracts for twelve months, 1920.....	1468	706
Govt. Exhibit No. 427—Summary of contracts for first two months, 1921.....	1468½	706
Govt. Exhibit No. 428—Summary of contracts for first three months, 1921.....	1468½	706
Govt. Exhibit No. 429—Summary of contract shipping points as of January 1, 1917.....	1469	706
Govt. Exhibits Nos. 513 and 514—Letters from W. S. Mallory to J. R. Morron, January 9, 1913, January 30, 1913.....	1471½	707

	Original	Print
Govt. Exhibit No. 515—Letter from J. R. Morron to W. H. Harding.....	1473	708
Govt. Exhibit No. 516—Letter from J. R. Morron to G. F. Baker, Jr., December 29, 1913.....	1473½	708
Govt. Exhibits Nos. 517, 518, 519—Letters from J. R. Morron to E. M. Hagar.....	1475	710
Govt. Exhibits No. 520—Letter from J. R. Morron to J. W. Fuller, May 19, 1924.....	1476½	711
Govt. Exhibits Nos. 521, 522—Correspondence between J. R. Morron and B. F. Affleck.....	1477½	711
Govt. Exhibit No. 523—Letter from J. R. Morron to MacFarland and Kimball, March 30, 1915.....	1478½	712
Govt. Exhibit No. 524—Personal note, H. G. Trexler to J. R. Morron, October 29, 1915.....	1479	713
Govt. Exhibits Nos. 525, 526—Correspondence between H. C. Trexler and D. H. MacFarland.....	1479	713
Govt. Exhibit No. 527—Letter from J. C. Larimer to D. H. MacFarland, November 13, 1915.....	1480	714
Govt. Exhibits Nos. 528 and 529—Correspondence between J. R. Morron and J. A. Horner.....	1481½	715
Govt. Exhibit No. 530—Letter from Coogan to MacFarland, November 16, 1915.....	1428½	715
Govt. Exhibit No. 531—Minutes of meeting, November 19, 1915.....	1483½	716
Govt. Exhibit No. 532—Letter from J. R. Morron to Mr. MacFarland, November 28, 1915.....	1484	717
Govt. Exhibit No. 533—Memorandum from D. H. MacFarland, December 1, 1915.....	1485½	718
Govt. Exhibit No. 534—Memorandum of telephone conversation between J. R. Morron and W. S. Mallory, December 4, 1915.....	1486	719
Govt. Exhibit No. 535—Letter from C. A. Kimball to D. H. MacFarland, January 11, 1916.....	1487	719
Govt. Exhibit No. 536—Letter from W. S. Mallory to J. R. Morron, January 17, 1916.....	1488	720
Govt. Exhibit No. 537—Letter from D. H. MacFarland to W. N. Miner, February 1, 1916.....	1489	721
Govt. Exhibits Nos. 538 and 539—Correspondence between W. N. Beach and J. R. Morron.....	1490½	722
Govt. Exhibit No. 540—Letter from Albert Moyer to D. H. MacFarland, May 3, 1916.....	1491½	723
Govt. Exhibits Nos. 541 and 542—Correspondence between B. F. Affleck and J. R. Morron.....	1493	724
Govt. Exhibit No. 543—Tabulation of transactions of Cement Manufacturers Protective Association.....	1494	725
Govt. Exhibit No. 544—Stipulation re Hurry & Seaman patent, license agreements, and association of licensed cement manufacturers.....	1498	725
Govt. Exhibit No. 545—License agreement between the Atlas Portland Cement Co. and North American Portland Cement Co., December 3, 1906.....	1500	727

INDEX

ix

	Original	Print
Govt. Exhibit No. 546—License agreement between the North American Portland Cement Co. and the Lehigh Portland Cement Co., December 3, 1906.....	1523	738
Govt. Exhibit No. 547—License agreement between the North American Portland Cement Co. and the Dexter Portland Cement Co., December 31, 1907.....	1534	744
Govt. Exhibit No. 548—Articles of agreement of the Association of Licensed Cement Manufacturers....	1547	750
Govt. Exhibit No. 549—Agreement between the North American Portland Cement Co. and the Atlas Portland Cement Co., January 30, 1909.....	1559	756
Govt. Exhibit No. 550—Cement prices to steam railroads	1601	776
Govt. Exhibits Nos. 551 and 552—Correspondence between J. R. Morron and W. N. Beach.....	1602	777
Govt. Exhibit No. 553—Stipulation re minutes of Eastern Cement Association.....	1603	777
Govt. Exhibit No. 554—Minutes of meetings, Eastern Cement Association.....	1604	778
Constitution and by-laws.....	1611	784
Govt. Exhibits Nos. 556 to 559—Correspondence between E. Meyer and W. S. Mallory.....	1637½	841
Govt. Exhibit No. 560—Letter from J. B. Wright to Amsterdam Bldg. Co., January 27, 1913.....	1640	812
Govt. Exhibit No. 561—Letter from S. Churchill to Amsterdam Bldg. Co., January 20, 1913.....	1642	814
Govt. Exhibit No. 562—Letter from C. R. Parks to T. H. Maxwell, January 18, 1913.....	1643	814
Govt. Exhibit No. 563—Letter from Albert Moyer to Amsterdam Bldg. Co., December 21, 1921.....	1643½	815
Govt. Exhibit No. 564—Letter from H. H. Ward to Amsterdam Bldg. Co., December 20, 1912.....	1646	816
Govt. Exhibit No. 566—Letter from the Edison Portland Cement Co. to Amsterdam Bldg. Co., January 8, 1912	1649½	817
Govt. Exhibit No. 567—Letter from C. T. Taylor to Amsterdam Bldg. Co., January 8, 1913.....	1651	818
Govt. Exhibit No. 568—Letter from C. R. Parks to Amsterdam Bldg. Co., December 23, 1912.....	1652	819
Govt. Exhibit No. 569—Letter from F. W. Douglas to Amsterdam Bldg. Co., December 6, 1912.....	1654	820
Govt. Exhibit No. 570—Letter from H. A. Brown to Amsterdam Bldg. Co., December 24, 1912.....	1655½	821
Govt. Exhibit No. 571—Sales contract form of Atlas Portland Cement Co.....	1660	821
Govt. Exhibit No. 572—Sales contract form of Allentown Portland Cement Co.....	1662½	824
Govt. Exhibit No. 573—Memorandum of agreement, Atlas Portland Cement Co.....	1665	827

	Original	Print
Govt. Exhibit No. 574—Memorandum of agreement, Bath Portland Cement Co.....	1667½	830
Govt. Exhibit No. 575—Memorandum of agreement, Coplay Cement Mfg. Co.....	1669½	832
Govt. Exhibit No. 576—Contract between Dexter Portland Cement Co. and Ruffin and Payne, August 31, 1918	1672	834
Govt. Exhibit No. 677—Contract between the Edison Portland Cement Co. and Watertown Coal Co., April 14, 1920.....	1674	837
Govt. Exhibit No. 578—Sales contract form of Glens Falls Portland Cement Co.....	1676	839
Govt. Exhibit No. 579—Contract between Giant Portland Cement Co. and E. M. Rodrock Co., February 4, 1921	1678½	842
Govt. Exhibit No. 580—Contract form of Hercules Portland Cement Co.....	1681½	845
Govt. Exhibit No. 581—Contract between Knickerbocker Portland Cement Co. and Manchester and Hudson Co., December 30, 1919.....	1683	847
Govt. Exhibit No. 582—Contract form of The Lawrence Cement Co.....	1684½	849
Govt. Exhibit No. 583—Contract between Lehigh Portland Cement Co. and E. M. Rodrock Co., December 31, 1919.....	1686½	851
Govt. Exhibit No. 584—Letter from J. W. Ramsay to The C. H. Spring Co., April 1, 1920.....	1688½	853
Govt. Exhibit No. 585—Letter from T. O. Bretherton to B. F. Marsh Co., February 17, 1920.....	1690½	855
Govt. Exhibit No. 586—Quotation form of Pennsylvania Cement Co.....	1692½	857
Govt. Exhibit No. 587—Letter from L. C. Morton to Fred Kilgus, March 8, 1918.....	1690½	859
Govt. Exhibit No. 588—Letter from J. S. Clark to T. W. Perry, January 2, 1920.....	1696½	861
Govt. Exhibit No. 589—Letter from Vulcanite Portland Cement Co. to E. M. Rodrock, December 10, 1919....	1698½	863
Govt. Exhibit No. 590—Tabulation of clauses of contract forms.....	1701½	866
Govt. Exhibit No. 591—Quotation form of the Atlas Portland Cement Co.....	1733	896
Govt. Exhibit No. 592—Quotation form of the Allentown Portland Cement Co.....	1735½	899
Govt. Exhibit No. 593—Quotation form of the Alpha Portland Cement Co.....	1738	901
Govt. Exhibit No. 594—Letter from J. F. Twamley to A. E. Stover, June 29, 1918.....	1740	903
Govt. Exhibit No. 595—Back of letterhead of Bath Portland Cement Co.....	1742½	905
Govt. Exhibit No. 596—Letter from J. F. Twamley to Windsor Cement Co., March 17, 1919.....	1744	906

INDEX

xi

	Original	Print
Govt. Exhibit No. 597—Quotation form of the Dexter Portland Cement Co.....	1746½	908
Govt. Exhibit No. 598—Letter from A. C. Bruff to G. W. Kierstead, January 18, 1919.....	1748½	911
Govt. Exhibit No. 599—Letter from R. E. Griffith to E. M. Rodrock Co., May 27, 1919.....	1750½	912
Govt. Exhibit No. 600—Quotation form of Hercules Cement Corporation.....	1752½	914
Govt. Exhibit No. 602—Letter from F. H. Smith to Windsor Cement Co., November 15, 1919.....	1755½	917
Govt. Exhibit No. 603—Letter from J. A. Gray to Manchester & Hudson Co., November 24, 1920.....	1756½	917
Govt. Exhibit No. 604—Quotation form of Phoenix Portland Cement Co.....	1758	919
Govt. Exhibit No. 605—Quotation form of Nazareth Cement Co.....	1760	920
Govt. Exhibit No. 606—Quotation form of Penn-Allen Cement Co.....	1762½	923
Govt. Exhibit No. 608—Quotation form of Security Cement & Lime Co.....	1766½	925
Govt. Exhibit No. 609—Quotation form of Vulcanite Portland Cement Co.....	1770½	928
Govt. Exhibit No. 610—Quotation form of Alpha Portland Cement Co.....	1772½	930
Govt. Exhibit No. 611—Quotation form of The Atlas Portland Cement Co.....	1774	932
Govt. Exhibit No. 612—Quotation form of Allentown Portland Cement Co.....	1777	934
Govt. Exhibit No. 613—Quotation form of Bath Portland Cement Co.....	1779	936
Govt. Exhibit No. 614—Quotation form of Coplay Cement Mfg. Co.....	1781	938
Govt. Exhibit No. 615—Quotation form of Dexter Portland Cement Co.....	1783	940
Govt. Exhibit No. 616—Quotation form of Edison Portland Cement Co.....	1785	942
Govt. Exhibit No. 617—Letter from S. N. Peters to E. M. Rodrock, December 2, 1920.....	1787	944
Govt. Exhibit No. 618—Quotation form of Glens Falls Portland Cement Co.....	1789	945
Govt. Exhibit No. 619—Quotation form of Hercules Cement Corporation.....	1793	947
Govt. Exhibit No. 620—Letter from W. M. Floring to Windsor Cement Co., August 12, 1919.....	1794½	948
Govt. Exhibit No. 621—Letter from F. H. Smith to J. P. Hall, March 27, 1917.....	1796	950
Govt. Exhibit No. 622—Quotation form of Lehigh Portland Cement Co.....	1797	950
Govt. Exhibit No. 623—Quotation form of Nazareth Cement Co.....	1799	952

	Original	Print
Govt. Exhibit No. 624—Quotation form of Penn-Allen Cement Co.....	1801½	954
Govt. Exhibit No. 625—Quotation form of Phoenix Portland Cement Co.....	1803½	955
Govt. Exhibit No. 626—Quotation form of Security Cement and Lime Co.....	1805½	957
Govt. Exhibit No. 627—Letter from Albert Moyer to E. M. Rodrock Co., November 5, 1920.....	1808½	960
Govt. Exhibit No. 628—Tabulation of quotation forms.	1811	961
Govt. Exhibit No. 629—Quotation form of Alpha Portland Cement Co.....	1812½	962
Govt. Exhibit No. 631—Cement Manufacturers Protective Association production statistics for month of February, 1916.....	1815	963
Govt. Exhibit No. 632—Cement Manufacturers Protective Association production statistics for month of March, 1916.....	1815½	963
Govt. Exhibit No. 633—Cement Manufacturers Protective Association production statistics for month of April, 1916.....	1816	963
Govt. Exhibits Nos. 666 to 674—Production, monthly and annual, for all companies, 1913 to 1921.....	1817	963
Govt. Exhibit No. 675A—Dates when changes were made effective by each company in the base price used by it in figuring most of its quotations, Lehigh Valley	1820½	963
Govt. Exhibit No. 676—Dates when changes were made effective by each company in the base price used by it in figuring most of its quotations, Hudson River	1823	963
Govt. Exhibit No. 677—Annual productive capacity of mills, January 1, 1917.....	1825	963
Govt. Exhibit No. 678—Tabulation of average cost of bags sold by defendant companies, 1916-1921.....	1826½	964
Govt. Exhibit No. 679—Tabulation of amounts charged for each bag by defendant companies, January 1, 1919, to April 1, 1921.....	1827	965
Govt. Exhibit No. 680—Letter from C. N. Apgar to J. J. Collister, April 21, 1919.....	1829	966
Govt. Exhibit No. 681—Letter from secretary to W. E. St. Clair, April 25, 1919.....	1830	966
Govt. Exhibit No. 682—Letter from H. S. Gaines to F. M. Coogan, September 4, 1918.....	1830½	967
Govt. Exhibit No. 683—Letter from F. M. Coogan to H. S. Gaines, September 5, 1918.....	1831	967
Govt. Exhibit No. 684—Letter from W. F. Clark to H. S. Gaines, September 5, 1918.....	1831½	968
Govt. Exhibit No. 685—Letter from Security Cement & Lime Co. to W. F. Clark.....	1822	968
Govt. Exhibit No. 686—Letter from W. F. Clark to P. C. Somervell, June 2, 1915.....	1832½	969

INDEX

xiii

	Original	Print
Govt. Exhibit No. 687—Letter to W. E. Miner, March 1, 1916.....	1833	969
Govt. Exhibit No. 688—Letter from W. Young to Mr. Kimball, March 16, 1916.....	1834	970
Govt. Exhibit No. 689—Letter from F. M. Coogan to C. W. Bacon, May 18, 1917.....	1835	971
Govt. Exhibit No. 690—Circular letter from C. W. Bacon to members.....	1836	972
Govt. Exhibit No. 691—Letter from F. M. Coogan to J. J. Collister, August 23, 1920.....	1837	972
Govt. Exhibits Nos. 692 and 693—Circular letters to members, August 25 and August 27, 1920.....	1838	973
Govt. Exhibit No. 694—Letter from sales department to Mr. Stinson, August 27, 1920.....	1839½	975
Govt. Exhibit No. 695—Letter from J. W. Stinson to W. M. Floring, August 26, 1920.....	1840	975
Govt. Exhibit No. 696—Letter from Bath Portland Cement Co. to E. C. Schaffer, March 18, 1921.....	1840½	976
Govt. Exhibit No. 697—Letter from C. N. Apgar to Security Cement and Lime Co., February 25, 1916...	1841½	977
Govt. Exhibit No. 698—Letter from C. N. Apgar to Cement Manufacturers Protective Association, December 20, 1920.....	1842	977
Govt. Exhibit No. 699—Letter from J. W. Stinson to Knickerbocker Portland Cement Company, Inc., December 10, 1920.....	1842½	978
Govt. Exhibit No. 700—Letter from sales department to Mr. Stinson, December 13, 1920.....	1843½	978
Govt. Exhibit No. 701—Letter from F. M. Coogan to C. W. Bacon, June 16, 1917.....	1844	979
Govt. Exhibits Nos. 702 and 703—Correspondence between J. P. Beck and C. W. Bacon.....	1845	979
Govt. Exhibit No. 704—Letter from D. H. MacFarland to Mr. Gowen, November 6, 1916.....	1846	980
Govt. Exhibit No. 705—Circular letter to members, December 5, 1916.....	1846½	980
Govt. Exhibit No. 706—Circular letter to members from W. D. Lober, January 22, 1916.....	1847	981
Govt. Exhibits Nos. 707 to 710—Correspondence between A. D. Naylor and H. S. Gaines.....	1848	981
Govt. Exhibit No. 711—Letter from R. W. Hilles to Cement Manufacturers Protective Association, March 17, 1919.....	1850	983
Govt. Exhibit No. 712—Letter from C. W. Bacon to L. A. Cover, March 30, 1916.....	1850½	983
Govt. Exhibit No. 713—Letter from sales manager to W. L. Sperry, April 20, 1916.....	1851	984
Govt. Exhibit No. 714—Letter from W. L. Sperry to J. K. Barbour.....	1851½	984

	Original	Print
Govt. Exhibit No. 715—Letter from Security Cement & Lime Co. to W. L. Sperry, April 22, 1916.....	1852½	985
Govt. Exhibit No. 716—Letter from Cement Manufacturers Protective Association to A. V. Le Masters, July 19, 1917.....	1853	985
Govt. Exhibit No. 717—Letter from J. J. Porter to Cement Manufacturers Protective Association, August 20, 1918.....	1853½	985
Govt. Exhibit No. 718—Letter from L. A. C. to B. T. Scott, April 1, 1915.....	1854½	986
Govt. Exhibit No. 719—Letter from E. R. Stapleton to L. A. Cover, April 7, 1915.....	1855	986
Govt. Exhibits Nos. 720 and 721—Letters from R. E. Griffith to C. W. Bacon, April 14 and April 21, 1916..	1855½	986
Govt. Exhibits Nos. 722 to 725—Correspondence between C. W. Bacon and B. L. Swett.....	1856½	987
Govt. Exhibit No. 726—Letter from J. L. States to C. W. Bacon, May 9, 1916.....	1858½	988
Govt. Exhibit No. 727—Letter from C. W. Bacon to R. E. Griffith, May 10, 1916.....	1859	989
Govt. Exhibits Nos. 728 and 729—Correspondence between E. P. Alker and B. L. Swett.....	1860	990
Govt. Exhibits Nos. 730 and 731—Correspondence between C. W. Bacon and S. J. Fehnel.....	1861	990
Govt. Exhibit No. 732—Letter from W. D. Lober to D. H. MacFarland, May 7, 1917.....	1862½	991
Govt. Exhibit No. 733—Memorandum from J. F. T. to D. H. MacFarland.....	1863½	992
Govt. Exhibit No. 734—Letter from Kern Dodge, May 3, 1917.....	1864	992
Govt. Exhibit No. 735—Letter from C. W. Bacon to J. F. Twamley, May 10, 1917.....	1864½	992
Govt. Exhibit No. 736—Letter from C. W. Bacon to D. H. MacFarland, May 10, 1917.....	1865½	993
Govt. Exhibit No. 737—Letter from B. L. Swett to H. S. Gaines, November 16, 1917.....	1866	993
Govt. Exhibit No. 738—Letter from E. R. Stapleton to Robert Griffith, February 4, 1919.....	1866½	994
Govt. Exhibit No. 739—Letter from R. E. Griffith to E. R. Stapleton, February 5, 1919.....	1870	994
Govt. Exhibit No. 740—Letter from Raymond to R. E. Griffith, May 20, 1919.....	1871	995
Govt. Exhibit No. 741—Letter from R. E. Griffith to F. M. Coogan, June 11, 1919.....	1871½	995
Govt. Exhibit No. 742—Letter from J. B. Lober to G. S. Brown, January 19, 1921.....	1872	996
Govt. Exhibit No. 743—Letter from F. E. Paulson to Security Cement & Lime Co., April 10, 1915.....	1873	996
Govt. Exhibit No. 744—Letters from J. K. Barbour to F. M. Coogan, May 21 and June 16, 1915.....	1873½	997

INDEX

XV

	Original	Print
Govt. Exhibits Nos. 746 and 747—Correspondence between H. S. Gaines and B. L. Swett.....	1874½	998
Govt. Exhibit No. 748—Letter from J. R. Morron to Mr. Gowen, July 12, 1915.....	1875½	998
Govt. Exhibits Nos. 749 to 751—Correspondence between W. N. Beach and F. M. Coogan.....	1876½	999
Govt. Exhibit No. 752—Circular from Lehigh Portland Cement Co., December 6, 1916.....	1878½	1000
Govt. Exhibit No. 753—Circular to members from Alpha Portland Cement Co.....	1879	1000
Govt. Exhibit No. 754—Letter from The Atlas Portland Cement Co. to J. P. Hall, Inc., December 7, 1916	1880	1001
Govt. Exhibits Nos. 755 and 756—Correspondence between W. S. Mallory and C. W. Bacon.....	1880½	1002
Govt. Exhibit No. 757—Letter from W. D. Clark to Cement Manufacturers Protective Association, August 6, 1917.....	1882	1003
Govt. Exhibit No. 758—Letter from C. H. Cox to Cement Manufacturers Protective Association, October 5, 1918.....	1882½	1003
Govt. Exhibits Nos. 759 and 760—Letters from G. F. Bayle, Jr., to Cement Manufacturers Protective Association, July 16, 1919, and October 14, 1919.....	1883	1004
Govt. Exhibit No. 761—Letter from Joseph Brobston to Miss M. B. Phalen, September 8, 1919.....	1884	1004
Govt. Exhibit No. 762—Letter from R. W. Hilles to B. L. Swett, December 30, 1919.....	1885	1005
Govt. Exhibits Nos. 763 to 768—Correspondence between H. B. Warner and Morris Kind.....	1885½	1006
Govt. Exhibit No. 769—Letter from Archibald Cox to W. D. Lober, October 27, 1917.....	1888½	1008
Govt. Exhibit No. 770—Letter from W. D. Lober to C. W. Bacon, October 31, 1917.....	1889	1008
Govt. Exhibit No. 771—Letter from Archibald Cox to W. D. Lober, October 27, 1917.....	1889½	1008
Govt. Exhibit No. 772—Letter from G. F. Bayle to W. D. Lober, November 1, 1917.....	1890½	1009
Govt. Exhibit No. 773—Letter from W. N. Beach to W. D. Lober, November 1, 1917.....	1891	1010
Govt. Exhibit No. 774—Letter from W. E. Erdell to W. D. Lober, November 1, 1917.....	1891½	1010
Govt. Exhibit No. 775—Letter from F. M. Coogan to W. D. Lober, November 1, 1917.....	1892	1010
Govt. Exhibit No. 776—Letter from E. B. Goode, Jr., to W. D. Lober, November 1, 1917.....	1892½	1011
Govt. Exhibit No. 777—Letter from J. A. Horner to W. D. Lober, November 1, 1917.....	1893	1011
Govt. Exhibit No. 778—Letter from J. F. Twamley to W. D. Lober, November 1, 1917.....	1893½	1012

	Original	Print
Govt. Exhibit No. 779—Letter from H. H. Ward to W. D. Lober, November 1, 1917.....	1894	1012
Govt. Exhibit No. 780—Letter from H. M. Scott to W. D. Lober, November 1, 1917.....	1894½	1012
Govt. Exhibit No. 781—Letter from F. H. Smith to W. D. Lober, November 1, 1917.....	1896½	1013
Govt. Exhibit No. 782—Letter from W. S. Mallory to W. D. Lober, November 2, 1917.....	1897½	1013
Govt. Exhibit No. 783—Letter from W. G. Dutton to W. D. Lober, November 2, 1917.....	1898	1014
Govt. Exhibit No. 784—Letter from R. L. Cope to W. D. Lober, November 2, 1917.....	1899	1014
Govt. Exhibit No. 785—Letter from R. E. Griffith to W. D. Lober, November 2, 1917.....	1899½	1015
Govt. Exhibit No. 786—Letter from R. W. Hilles to W. D. Lober, November 3, 1917.....	1900	1015
Govt. Exhibit No. 787—Letter from B. L. Swett to W. D. Lober, November 5, 1917.....	1900½	1015
Govt. Exhibit No. 788—Letter from H. S. Gaines to Irving Oberman, October 18, 1917.....	1901	1016
Govt. Exhibit No. 789—Letter from H. S. Gaines to Harry I. Norton, November 5, 1917.....	1901½	1016
Govt. Exhibit No. 790—Letter from W. G. Dutton to W. D. Lober, November 27, 1917.....	1902½	1017
Govt. Exhibit No. 791—Letter from president Cement Manufacturers Protective Association to W. G. Dutton, December 3, 1917.....	1904	1018
Govt. Exhibit No. 792—Letter from W. D. Lober to C. W. Bacon, December 3, 1917.....	1904½	1018
Govt. Exhibit No. 793—Letter from president Cement Manufacturers Protective Association to J. R. Morron, February 14, 1918.....	1905	1019
Govt. Exhibits Nos. 794 and 795—Correspondence between W. N. Beach and W. G. Dutton.....	1906½	1020
Govt. Exhibit No. 796—Letter from A. B. Daniels to W. G. Dutton, February 20, 1918.....	1908	1021
Govt. Exhibit No. 797—Letter from W. G. Dutton to A. B. Daniels, February 23, 1918.....	1909	1021
Govt. Exhibits Nos. 798 and 799—Correspondence between W. G. Dutton and L. C. Morton.....	1910	1022
Govt. Exhibit No. 800—Letter from H. S. Gaines to T. E. Wright, March 21, 1919.....	1911	1022
Govt. Exhibit No. 801—Estimate of defendants' properties in 1919.....	1912½	1023
Govt. Exhibit No. 802—Letter from W. M. Floring to Manchester & Hudson Co., April 1, 1919.....	1913	1023
Govt. Exhibit No. 803—Letter from W. M. Floring to Windsor Cement Co., April 1, 1919.....	1915½	1023
Govt. Exhibit No. 804—Comparison of wholesale prices at present with 1920 and prewar.....	1918½	1024

INDEX

xvii

	Original	Print
Govt. Exhibit No. 805—Wholesale price comparisons..	1919	1024
Govt. Exhibit No. 806—Chart showing recession in prices as of December, 1921, of commodities on Defendants' Exhibit 134.....	1921½	1024
Govt. Exhibit No. 807—Chart showing wholesale price comparisons	1922	1024
Govt. Exhibit No. 808—Letter from L. R. B. to F. A. Boeyge et al., January 26, 1920.....	1922½	1024
Govt. Exhibit No. 809—Letter from L. R. B. to D. H. MacFarland, June 4, 1920.....	1923	1024
Govt. Exhibit No. 810—Circular letter to members, June 24, 1920.....	1924	1024
Govt. Exhibit No. 811—Number of officers and salaries, 1916-1921, Allentown.....	1924½	1025
Govt. Exhibit No. 812—Number of officers and salaries, 1916-1921, Alpha.....	1924½	1025
Govt. Exhibit No. 813—Number of officers and salaries, 1916-1921, Atlas.....	1925	1025
Govt. Exhibit No. 814—Number of officers and salaries, 1916-1921, Bath.....	1925	1026
Govt. Exhibit No. 815—Number of officers and salaries, 1916-1921, Coplay.....	1925½	1026
Govt. Exhibit No. 816—Number of officers and salaries, 1916-1921, Dexter.....	1925½	1026
Govt. Exhibit No. 817—Number of officers and salaries, 1916-1921, Edison.....	1926	1026
Govt. Exhibit No. 818—Number of officers and salaries, 1916-1921, Giant.....	1926	1027
Govt. Exhibit No. 819—Number of officers and salaries, 1916-1921, Glens Falls.....	1926½	1027
Govt. Exhibit No. 820—Number of officers and salaries, 1916-1921, Hercules.....	1926½	1027
Govt. Exhibit No. 821—Number of officers and salaries, 1916-1921, Knickerbocker.....	1927	1027
Govt. Exhibit No. 822—Number of officers and salaries, 1916-1921, Lawrence.....	1927	1028
Govt. Exhibit No. 823—Number of officers and salaries, 1916-1921, Lehigh.....	1927½	1028
Govt. Exhibit No. 824—Number of officers and salaries, 1916-1921, Nazareth.....	1927½	1028
Govt. Exhibit No. 825—Number of officers and salaries, 1916-1921, Penn-Allen.....	1928	1028
Govt. Exhibit No. 826—Number of officers and salaries, 1916-1921, Pennsylvania.....	1928	1029
Govt. Exhibit No. 827—List of officers and salaries, 1916-1921, Phoenix.....	1928½	1029
Govt. Exhibit No. 828—List of officers and salaries, 1916-1921, Security.....	1928½	1029
Govt. Exhibit No. 829—List of officers and salaries, 1916-1921, Vulcanite.....	1929	1029

	Original	Print
Def'ts' Exhibit D-1—Bureau of Standards circular No. 33, United States Government specifications for Portland cement.....	1932	1030
Def'ts' Exhibit No. D-2—Correspondence.....	1958	1030
Def'ts' Exhibit No. D-3—Correspondence between Cement Manufacturers Protective Association and Lehigh Portland Cement Co.....	1962	1034
Def'ts' Exhibit No. D-4—Instructions to auditors.....	1965	1037
Def'ts' Exhibit D-5—Correspondence.....	1967	1039
Def'ts' Exhibit No. D-6—Correspondence.....	1971½	1043
Def'ts' Exhibit No. D-7—Letter from B. L. Swett to Cement Manufacturers Protective Association, January 16, 1920.....	1975	1046
Def'ts' Exhibit No. D-9—Annual report of Cement Manufacturers Protective Association, 1920.....	1977	1048
Def'ts' Exhibit No. D-24—Letter from D. H. MacFarland to C. A. Kimball, October 20, 1916.....	1999	1054
Def'ts' Exhibit No. D-25—Letter from J. R. Morron to D. H. MacFarland, October 20, 1916.....	2000	1055
Def'ts' Exhibit No. D-26—Letter from C. A. Kimball to D. H. MacFarland, October 20, 1916.....	2001	1056
Def'ts' Exhibit No. D-27—Letter from J. R. Morron to L. G. McConnell, January 15, 1917.....	2002	1056
Def'ts' Exhibits Nos. D-28 to D-34—Letters from J. R. Morron to Mr. Holman.....	2002½	1056
Def'ts' Exhibits Nos. D-35 to D-50—Correspondence between E. B. Goode and A. P. Lockwood.....	2008½	1059
Def'ts' Exhibits Nos. D-51 to D-55—Correspondence between W. G. Dutton and Mr. Franks.....	2015½	1064
Def'ts' Exhibit No. D-56—Letter from W. L. H. to J. H. Kelter Co., June 3, 1919.....	2019	1066
Def'ts' Exhibit No. D-57—Letter from W. M. Floring to Albany Builders Supply Co., Inc., January 28, 1921.....	2020	1067
Def'ts' Exhibit No. D-58—Letter from Knickerbocker Portland Cement Co. to A. Lyth and Sons Co., May 3, 1921.....	2021½	1067
Def'ts' Exhibit No. D-59—Letter from Giant Portland Cement Co. to A. Lyth & Sons Co., May 10, 1920.....	2022	1068
Def'ts' Exhibits Nos. D-60 and D-61—Circulars from Alpha Portland Cement Co., April 11, 1919.....	2022½	1068
Def'ts' Exhibit No. D-62—Circular from Alpha Portland Cement Co., September 3, 1918.....	2024½	1070
Def'ts' Exhibit No. D-63—Letter from H. H. Ward to Albany Builders Supply Co., December 10, 1914....	2028½	1074
Def'ts' Exhibit No. D-64—Letter from W. M. Floring to Albany Builders and Supply Co., April 13, 1920.....	2030	1074
Def'ts' Exhibit No. D-65—Letter from L. G. McConnell to D. H. MacFarland, January 16, 1917.....	2032	1074
Def'ts' Exhibit No. D-66—Letter from L. G. McConnell to C. A. Kimball, January 23, 1917.....	2033	1075

INDEX

xix

	Original	Print
Def'ts' Exhibit No. D-67—Letter from W. G. Thompson to Mr. Heft, March 21, 1918.....	2033½	1076
Def'ts' Exhibit No. D-68—Letter from H. C. S. to Mr. Kimball, March 21, 1918.....	2034	1076
Def'ts' Exhibit No. D-69—Letter from E. J. to Mr. Kimball, March 21, 1918.....	2034½	1076
Def'ts' Exhibits Nos. D-70, D-71, and D-72—Price quotations	2034½	1077
Def'ts' Exhibit No. D-73—Letter from Alpha Portland Cement Co. to R. G. Brewer, March 21, 1918.....	2035½	1077
Def'ts' Exhibits Nos. D-74, D-75, and D-76—Price quotations	2037½	1078
Def'ts' Exhibit No. D-77—Letter from Vulcanite Portland Cement Co. to R. G. Brewer, March 21, 1918....	2038½	1078
Def'ts' Exhibit No. D-78—Letter from Alpha Portland Cement Co. to J. J. Leonard, March 21, 1918.....	2040	1079
Def'ts' Exhibit No. D-79—Letter from O. B. Williams to J. J. Leonard, March 21, 1918.....	2041½	1079
Def'ts' Exhibit No. D-80—Letter from D. H. MacFarland to J. R. Morron, March 21, 1918.....	2042½	1080
Def'ts' Exhibit No. D-81—Telegram from J. R. Morron to D. H. MacFarland, March 21, 1918.....	2043	1080
Def'ts' Exhibit No. D-82—Letter from D. H. MacFarland to J. R. Morron, March 21, 1918.....	2043½	1080
Def'ts' Exhibit No. D-83—Telegram from J. R. Morron to B. H. MacFarland, March 22, 1918.....	2044	1081
Def'ts' Exhibit No. D-84—Letter from D. H. MacFarland to J. R. Morron, March 23, 1918.....	2044½	1081
Def'ts' Exhibits Nos. D-85 and D-86—Telegrams from J. R. Morron to D. H. MacFarland, March 24, 1918..	2045	1081
Def'ts' Exhibit No. D-87—Letter from C. A. Kimball to McKenna, March 22, 1918.....	2046	1082
Def'ts' Exhibit No. D-88—Letter from C. A. Kimball to Boston office, March 22, 1918.....	2046½	1082
Def'ts' Exhibit No. D-129—Chart showing percentage change in volume of shipments for cement and other construction materials.....	2048	1082
Def'ts' Exhibit No. D-130—Circular letter to members from H. G. Jacobsen, May 25, 1920.....	2049	1083
Def'ts' Exhibit No. D-130A—Circular letter to members from A. N. Johnson, May 26, 1920.....	2049½	1083
Def'ts' Exhibit No. D-131—Circular letter to members from A. N. Johnson, June 22, 1920.....	2050½	1084
Def'ts' Exhibit No. D-132—Brief of The Portland Cement Co. to Interstate Commerce Commission re modification of service order No. 7.....	2051½	1085
Def'ts' Exhibit No. D-133—Circular letter to members from G. A. Rieker, August 21, 1920.....	2054½	1087
Def'ts' Exhibit No. D-134—Chart showing maximum wholesale prices of commodities.....	2056	1088

	Original	Print
Def'ts' Exhibit No. D-136—Telegram from W. A. Holman to J. R. Morron, April 24, 1922.....	2057	1088
Def'ts' Exhibit No. D-137—Announcement, Edison Portland Cement Co.....	2057½	1089
Def'ts' Exhibit No. D-147—Letter from State highway engineer to Vulcanite Portland Cement Co., March 20, 1919.....	2058	1089
Def'ts' Exhibit No. D-148—Correspondence.....	2058½	1090
Def'ts' Exhibit No. D-149—Tabulation of replies to inquiry contained in Govt. Exhibit No. 326.....	2066½	1096
Def'ts' Exhibit No. D-150—Letter from J. A. Norton to Atlas Portland Cement Co., January 20, 1920.....	2067½	1098
Def'ts' Exhibit No. D-151—Letter from The Atlas Portland Cement Co., January 21, 1920.....	2068	1098
Def'ts' Exhibit No. D-152—Letter from Coplay Cement Mfg. Co. to George A. Fuller Co., April 5, 1921.....	2068½	1098
Def'ts' Exhibit No. D-153—Letter from A. I. Campbell to Lawrence Cement Company, November 1, 1920	2069½	1099
Def'ts' Exhibits No. D-154 and D-155—Letters from Coplay Cement Co. to Thompson Starrett Co.....	2070½	1100

[fol. 1268½]

Govt. Ex. No. 216

Giant Portland Cement Company

603-610 Pennsylvania Building, 15th and Chestnut Streets, Philadelphia, Pennsylvania

September 8, 1919.

Cement Manufacturers Protective Ass'n, 19 West 44th St., New York City.

GENTLEMEN: In reporting our figures for the month of August, we neglected to note in connection with shipments for that month, that 3,292 barrels were shipped for the account of the Allentown Portland Cement Company and 1,742 barrels for the Hercules Cement Corporation. We advise you of this in the event of your desiring to make any correction in the figures.

Yours very truly, Giant Portland Cement Company. J. F. Lennig, Secretary.

Endorsed: Received Sep. 9, 1919. Cem't Mfg. Prot. Ass'n.

[fol. 1269]

Govt. Ex. No. 217

Giant Portland Cement Company

603-610 Pennsylvania Building, 15th and Chestnut Streets, Philadelphia, Pennsylvania

September 12th, 1919.

Mr. George F. Bayle, Glens Falls Portland Cement Co., Glens Falls, New York.

MY DEAR MR. BAYLE: I am writing you personally following talk you had with Mr. Conn yesterday in the matter of selling us cement for say October and November delivery, in which you stated you felt you could ship us any part of 30,000 bbls. from say October 1st until November 15th, and I am writing you as stated personally in view of the fact that I am just leaving for a little holiday and want to have things in good shape before I go, and would ask if you will kindly drop us a line stating, that provided you can secure cars for shipment, if you can let us have any part of this cement that we may need and at what price, in our bags. Frankly in turn-[fol. 1269¼] ing orders over to you all we would ask would be that we can make sales expense of 15¢ per bbl. out of any orders we turn over, and we would like to hear from you as soon as possible so that we can divert a car of new bags to your mill for shipment.

With kind regards, and awaiting your reply, we remain.

Yours very truly, R. E. Griffith, Vice-President. REG/F.

Endorsed: Glens Falls Portland Cement Co. Sep. 15, 1919, Glens Falls, N. Y.

[fol. 1270]

GOVT. EX. No. 218

Sept. 15, 1919.

Mr. R. E. Griffith, Vice-Pres. Giant Portland Cement Co., Pennsylvania Bldg., Philadelphia, Pa.

MY DEAR MR. GRIFFITH: This is to acknowledge your favor of the 12th inst.

I do not know that Mr. Conn understood me thoroughly in my talk with him in New York on Thursday. For your information; I stated to him that we had already partially committed ourselves to another Cement Company before we had received any communications from you.

I also told him that whether or not we could ship you any cement would depend entirely on the future car supply, as you of course understand that we must take care of our own customers first.

If a little later on we find that we are in position to accept any business from you, we shall be glad to advise you accordingly, as we certainly would be very glad indeed to dispose of some of the large surplus which we have on hand.

Under the circumstances, I do not think that it would be a good plan for you to ship us any of the bags at the present time, as we will give you ample notice if we find that we can help you out.

As to the price, I have no doubt that we can get together on a price which will be mutually satisfactory.

Yours very truly, ———, President. GFB:MLC.

[fol. 1270½]

GOVT. EX. No. 219

Giant Portland Cement Company

603-610 Pennsylvania Building, 15th and Chestnut Streets, Philadelphia, Pennsylvania

September 24, 1919.

Mr. George F. Bayle, President Glens Falls Portland Cement Co., Glens Falls, N. Y.

DEAR MR. BAYLE: I was sorry not to see you at the meeting in Cleveland, as expected. Your letter of September 19th is perfectly clear and entirely satisfactory to us. Should you have quite a large stock of cement and are willing to sell a small amount to us for delivery in our bags as orders are placed with you, at \$1.50 per barrel bulk at your mill, providing you obtain sufficient cars (a) to take care of your own orders and (b) prior orders from another cement company,—we will take the matter up with you at a later date

(when we require shipments from other mills) to ascertain conditions with you at that time.

Yours very truly, ———, President.

Endorsed: Glens Falls Portland Cement Co. Sep. 25, 1919, Glens Falls, N. Y.

[fol. 1271]

GOVT. EX. NO. 220

Western Union Telegram

Glens Falls, N. Y., Oct. 17, 1919.

Cement Mfgs. Protective Ass'n, 19 West 44th St., New York City:

Change our October report 7,158 barrels shipped for account Giant Company.

Glens Falls Portland Cement Co.

Confirmation.

Edorsed: Received Oct. 18, 1919. Cem't Mfg. Prot. Ass'n.

[fol. 1271½]

GOVT. EX. NO. 221

Archibald Cox, Counselor at Law, 233 Broadway

New York, October 21, 1919.

H. S. Gaines, Esq., Vice President Cement Manufacturers Protective Association.

DEAR MR. GAINES: I find the statistical report for September, 1919 suggests a question of some importance to which I beg to direct attention as follows:

The report indicates that quite a lot of cement is being shipped by some companies for other companies, and perhaps that this is being done to an extent which calls for explanation and may lead to misconception.

Like many other activities among competitors, the legality of this depends finally on the conclusion which some one else, namely, a judicial tribunal or office, may reach concerning its purpose and result. It is obviously entirely proper for a company whose manufacturing and selling operations have not exactly matched each other to purchase from, or sell to, another company whose operations are out of balance in the opposite direction. On the other hand it would be improper for competitors to go through the same specific acts as a means of dividing up the business in cement.

Just at present, these statistics, among other things, are material [fol. 1272] from which an effort will be made to shape a conclusion that competition is being suppressed in the cement industry. Ac-

cordingly, it seems to me advisable in this particular matter to be guided by the rule of avoiding anything which can be contorted into suggesting any suppression of competition. At present, it is not, I think, enough that there is in fact nothing of that kind. It is advisable to go further and avoid things that may be misconceived.

The application of that rule produces two requirements:

(1) There should be no transaction of this kind without evidence of its legitimate cause, purpose and result being preserved so as to be available, and

(2) The total number of such transaction should not be such as to produce a possible impression of established practise or general understanding.

In other words, in view of the likelihood of efforts to contort things just at present, it is desirable for the manufacturers to seek to avoid, rather than increase, these transactions, and when they are necessary, as they always have been to some extent, carefully preserve complete evidence as to precisely what each transaction was.

Yours vely truly, (Signed) Archibald Cox.

[fol. 1272½]

Govt. Ex. No. 222

Giant Portland Cement Company

603-610 Pennsylvania Building, 15th and Chestnut Streets, Philadelphia, Pennsylvania

October 24, 1919.

Mr. Geo. F. Bayle, President Glens Falls Portland Cement Co.,
Glens Falls, N. Y.

DEAR SIR: Referring to conversation on phone to-day in the matter of shipments, while I appreciate the fact that you have been trying to help us in every way by shipping cars, yet if you could bill these out on our bills of lading as sent you, it would be appreciated.

Also kindly do not notify any of our customers by postal that shipments are being made from your mill, as this only leads to complication. We are in receipt of several letters from our customers in reference to this, in which one of them frankly states they note that car is being shipped by the Glens Falls Portland Cement Co. [fol. 1273] and refuses to accept same in view of the fact that you have a dealer in the town and they do not want to handle Glens Falls. I know you will understand our reason for writing you as above.

Thanking you for past favors, we remain

Yours very truly, R. E. Griffith, Vice-President. N.

Endorsed: Glens Falls Portland Cement Co., Oct. 27, 1919, Glens Falls, N. Y.

[fol. 1273½]

GOVT. EX. No. 223

Oct. 27, 1919.

Mr. R. E. Griffith, Vice-Pres. Giant Portland Cement Co., Philadelphia, Pa.

DEAR SIR: We have your favor of the 24th inst., and in answer to same would advise that commencing with Saturday, October 25th, we are billing all shipments for your account on your own bills of lading.

We could not do this at an earlier date, as the bills did not reach us until late Friday.

We will also comply with your request not to send postal notices of shipments to your customers in the future.

Trusting that these arrangements will cover your requirements, we are,

Yours truly, Glens Falls Portland Cement Co. — — —,
2nd Vice-President. GFB Jr/MLC.

[fol. 1274]

GOVT. EX. No. 224

Cement Manufacturers Protective Association

219-220 Commercial Trust Building, Philadelphia, Penna.

Charles W. Bacon, Secretary

February 18th, 1916.

Mr. Charles W. Bacon, Secretary Cement Mfrs. Protective Association, Philadelphia, Pa.

DEAR SIR: I enclose you herewith letter received from Mr. F. W. Kelley of the Helderberg Cement Company, and copy of my reply. I wish you would have these letters for the meeting on the 28th.

Yours truly, R. E. Griffith, President. S. S. Enc.

[fol. 1274½]

GOVT. EX. No. 225

Copy to Mr. Chas. W. Bacon.

February 18th, 1916.

Mr. F. W. Kelley, President Helderberg Cement Company, Albany, New York.

MY DEAR FRED: Your little note of the 17th inst. duly received, and I cannot tell you how glad I am to note that you have been able

to get away for a little rest and that you enjoyed your stay in the South. This certainly was a good time to have been away, but I am very sorry that we have had such rotten weather for your return, and trust that you will take care of yourself, as I feel frankly, after one has been in the South and become acclimated to the warm weather and then comes North, it is so cold that it is apt to react.

In the matter of coming on to see the working of the Association for the meeting, I cannot tell you how I would appreciate it if you could come on, and you can come absolutely uncommitted as far as membership is concerned. In other words, in your coming on, I will explain to all the members of the Association that you are present at my invitation to look into the activities of the Association and will decide at some future time as to the advisability of your Company joining.

[fol. 1275] Further, I beg to state that this has been done by three other Companies, and since their attending these meetings, they have felt it to their interest for their Companies to join, and therefore hope you can arrange to come on for the 28th, or if you prefer, run over before that time and I will be very glad indeed to have you stay with me over Sunday and then attend the meeting on Monday, the 28th.

With kind regards, and awaiting your reply as to whether you will attend the meeting as my personal guest, I remain,

Sincerely yours, — — —, President. S.

[fol. 1275½]

Govt. Ex. No. 226

Dexter Portland Cement Company

Nazareth, Pa., 3-25-16.

Mr. Robert E. Griffith, President Cement Manufacturers Protective Ass., 219 Commercial Trust Building, Philadelphia, Pa.

MY DEAR BOB: I acknowledge receipt of yours of the 24th inst. My only idea in writing you was that it was not fair for the Nazareth Company to have reports of our contracts and credit reports if they did not reciprocate and it seems to me that they have now been given enough chance to see what the benefits of belonging to the Association will be and we, therefore, until they actively take part, think they should not receive any further reports.

I am glad to note that you expect the Alsen's to come in. I think [fol. 1276] it is worth while to continue working on the Helderberg as we can get Glens Falls the minute the Helderberg comes in. We will always keep on working with Horner and trust that he will eventually come in line.

Very truly yours, Joseph Brobston, Vice-Pres.

[fol. 1276½]

Govt. Ex. No. 227

Lawrence Portland Cement Company, Manufacturers of Dragon
Portland Cement

1 Broadway, New York City

March 1, 1916.

Mr. Robert E. Griffith, President Cement Manufacturers Protective
Association, 219 Commercial Trust Building, Philadelphia, Pa.

[fol. 1277] DEAR MR. GRIFFITH: Enclosed is a letter from the
Tidewater Portland Cement Company which speaks for itself.

I am enclosing a check to the order of the Biltmore for \$78.20.
Unless the Association has items making up this amount, I think we
should have for our records a detailed bill covering the items making
up the bill. If you view this matter in the same light as I do will
you kindly instruct Mr. Bacon to write the Biltmore for additional
information.

Yours very truly, Marion S. Ackerman, Vice-President.
MSA:EH.

Enc.

How can we get after Mr. Harding? M. S. A.

[fol. 1277½]

Govt. Ex. No. 228

May 22, 1917.

Mr. W. D. Lober, President Cement Manufacturers Protective Ass'n,
Philadelphia, Pa.

DEAR SIR: I have on file letters confirming verbal action taken at
the organization meeting of the Cement Manufacturers Protective
Association held at the Engineers' Club, Thursday, January 6th,
1916. These letters were addressed to Mr. Joseph Brobston, who
was Secretary pro tem, and are from the following companies—
Allentown, Alpha, Atlas, Bath, Coplay, Edison, Giant, Lawrence,
Lehigh, Nazareth, Penn-Allen, Pennsylvania, Phoenix and Vulcanite.
There was no letter from Dexter, but, inasmuch as Mr. Brobston was
Secretary of the Association, I suppose that was evidence of their
intention of joining.

On page 28 of the minutes of the organization meeting, Mr. Coogan states—"The Glens Falls Portland Cement Company have expressed a desire to become members and are heartily in accord with the spirit of the Association, but on account of the other Hudson Mills not being members, they do not care to file contracts until such time as the other companies in that district do likewise.

At the meeting in Philadelphia, February, 1916, the Cayuga and Knickerbocker Companies were formally elected to membership.

[fol. 1278] In April 1916 the Clinchfield and Virginia Companies were formally elected to membership. Security expressed their desire of being members at the organization meeting held at the Biltmore, New York City, January 4th, 1916. As to the Millen Company—they have reported, I believe, since the Association started. We have no record of their ever formally accepting membership, but by their reporting at the beginning, think it would qualify them as chartered members.

The foregoing list of companies, therefore, are what you might term full-fledged members.

At the Credit Managers' meeting, February 28th, 1916, Mr. Coogan, who presided at the meeting, stated as follows: "Mr. Corbett of the Alsen's Am. Portland Cement Works and Mr. Kelly of the Helderberg Cement Company are here today, on invitation of the President, to see what we do and how we do it. We hope some of these days we will have both of them as members of the Association." Since that time, I know of no action taken to elect these companies to membership of the Association.

This is all I have found in going through the minutes. If anything more comes up, I will let you know.

Yours very truly, ———, Secretary. CWB/W.

[fol. 1278½]

GOVT. EX. No. 229

30 Broad Street, New York

February 1, 1918.

DEAR MR. GAINES: What has become of the letter which you and Mr. Cox were to prepare to be sent to members regarding the proper use of Association information.

I had a call yesterday from Mr. Bayle of the Glens Falls Company. I had quite a conversation with him regarding the New York State situation, having in mind your recent conversation with Mr. Corbett. Mr. Bayle tells me that there is no New York State Association of any kind, so far as he knows, and as nearly as I can gather Mr. Corbett's lengthy conversation with you was more in the nature of an excuse rather than a reason for not joining.

I find that Mr. Bayle is not as strong for our Association as he was some time ago. He says that he will stick to his agreement that he will join if Mr. Kelley will, but as he expressed it—"he is not as warm on the subject as previously." His reason for this is that he says he has noticed a very pronounced disposition on the part of salesmen of Cement Companies to use the information which they receive regarding other people's contracts to "crab" with the party [fol. 1279] placing the contract with the Company with which it was placed rather than with their *their* own, and to make things generally unpleasant because the order finally went to someone else. This you will recognize is the same complaint that others have made

and I think is general and must be stopped. Hence my inquiry regarding the letter.

At the earliest convenient opportunity I think it would be well for you to again approach Mr. Kelley on the subject.

Yours very truly, W. A. Holman, Chairman. WAH/MK.

Mr. H. S. Gaines, Vice Pres. Cement Manufacturers Protective Association, 916 Widener Building, Philadelphia, Pa.

[fol. 1279½]

Govt. Ex. No. 230

May 4th, 1916.

Mr. Robert E. Griffith, President Cement Protective Association, Commercial Trust Building, Philadelphia.

DEAR MR. GRIFFITH: At the last meeting of the Association, I was called upon to make a decision as to whether our company would resign from the Association or participate in all the functions thereof, including the filing of our contracts.

I have felt in sympathy with the object and efforts of the Association from the very beginning. I think it has accomplished wonders and is likely to accomplish much more as time goes on. For this reason, I had decided to publish our contracts and not resign. I do not believe in being a half way member of anything.

Owing to recent occurrences in our territory, I am obliged to decide that it is best for our company to resign from the Association in order to have a free hand to protect itself from murderous attacks. Therefore, I think it will not be proper for use to file our contracts for the 1st of May as I promised and you can advise Mr. Bacon, the Secretary, not to wait for our reports.

[fol. 1280] I expect to be present at the next meeting of the Association and tender our formal resignation, and at the same time put myself in position to explain to anyone wanting to know more in detail, our reasons for this decision.

Permit me to express the very high appreciation I have for what you have done to make the Association a success. I assure you I drop out with great regret.

Very truly, ———, President. LAC-r.

[fol. 1280¹/₂]

GOVT. EX. No. 231

Cement Manufacturers Protective Association
219-220 Commercial Trust Building, Philadelphia, Penna.
Charles W. Bacon, Secretary

May 6th, 1916.

Mr. Loring A. Cover, President Security Cement and Lime Company,
Equitable Bldg., Baltimore, Md.

MY DEAR MR. COVER: Your letter of May 4th is received, and I really cannot find the words to express my regret for the action you contemplate taking at the next meeting of the Association. In view of the fact that I am endeavoring weekly to have the three manufacturers who are out, become members of the Association—and can honestly report progress toward this end—and believe that by the June meeting two of the three will have joined, and also as I feel that the work we are doing is of such vital importance to the industry, I sincerely hope you will reconsider your decision in this matter.

I am therefore, going to ask you if you will not retain your membership in the Association and give us your co-operation, the same as you have in the past—without reporting contracts—as I feel that [fol. 1281] if your resignation was presented at this time I do not feel that there would be any chance of the Tidewater coming in, so I want you to consider it in the light that I am writing, and ask you not to resign.

I had a very nice talk with Mr. Stapleton, and he feels that the Tidewater should become members and he has asked me to have a talk with Mr. Scott in conjunction with him, and I hope the interview will be successful with him, upon my return from Chicago, therefore trust to hear from you that you will retain your membership.

Sincerely yours, R. E. Griffith, President.

[fol. 1281¹/₂]

GOVT. EX. No. 232

February Twenty-eighth, Nineteen Nineteen.

Mr. W. A. Holman, Asst. to President the Atlas Portland Cement Co., 30 Broad Street, New York.

DEAR MR. HOLMAN: In answer to your letter of February 26th: I have seen a copy of the minutes of the annual meeting of the Med-West Bureau and agree with you that they are now taking some long steps in the right direction.

It seems that the psychology of Association work is hard for the commercial mind to grasp quickly, and it is going to take time, but

it is very gratifying to me to see all of the cement manufacturers trying so hard to conduct their Association affairs in a manner that is entirely proper from every standpoint. It is all a matter of education and the "lights on the horizon" seem very bright to me.

Yours very truly, ———, Vice-President. HSG-G.

[fol. 1282]

Govt. Ex. No. 233

January Twenty-seventh, Nineteen Twenty.

Personal

Mr. E. R. Stapleton, c/o Tidewater Portland Cement Co., Baltimore, Md.

MY DEAR MR. STAPLETON: Beg to acknowledge receipt of your letter of the 24th, enclosing check for \$2.86 on the matter of the Griffith luncheon.

It was more than a pleasure to me and to the others to have you with us at this luncheon, and I sincerely believe that if we could see you regularly once a month, you would find that a closer acquaintance with your competitors would iron out a great many misunderstandings, and I have always felt that the only reason you were not a member of the Association was that you did not fully appreciate the fact that we are purely and simply a bureau for the dissemination of historical facts and nothing more.

With kindest personal regards, I beg to remain,

Yours very truly, ———. HSG-G.

[fol. 1282½]

Govt. Ex. No. 234

Cayuga Cement Corporation

New York Office, 30 East 42nd St.

Address reply to 30 E. 42nd St.

May 14th, 1918.

Mr. Geo. F. Bayle, Pres. Glens Falls Portland Cement Co., Glens Falls, N. Y.

DEAR MR. BAYLE: In going over the Cayuga Cement Corporation's affairs I notice they have not been active in the Cement Manufacturers' Protective Association, and filed their contracts.

It seems to me that this is a very important matter and that all of the New York State mills should join in with the rest of the companies, so that we can all be working on the same basis. So far as we are concerned, we are prepared to get into the fold, provided the Glens Falls and the Helderberg Companies join with us.

[fol. 1283] I cannot say I am very proud of the contracts that I find, but still it is something that can be remedied, and I assure you it will be.

Trusting to hear from you on this matter, and that you may feel that we can all go in together, believe me

Sincerely yours, W. N. Beach. WNB/R.

[fol. 1283½]

Govt. Ex. No. 235

The Edison Portland Cement Company

Stewartsville, N. J.

December 31, 1915.

Mr. A. C. Steece, Treas. Ironton Portland Cement Co., Ironton, Ohio.

DEAR SIR: I beg herewith to hand you a copy of a letter relating to cash discount practices, which I submitted to the Executive Committee at its meeting at the Hotel Biltmore last week, and at which time I was requested to forward a copy of it to all the members of our Association, and I trust you will find the information of interest.

Yours very truly, W. S. Mallory, President. WSM-RBS.

Enclosure

[fol. 1284]

The Edison Portland Cement Company

Stewartsville, N. J.

DEAR SIR: About two months ago I sent you a letter asking for information relative to your cash discount practice, and I beg herewith to give you the results of the investigation.

My letter was mailed to the representative companies in one hundred and twenty different lines, whom I thought would sell a considerable proportion of their products jobbers or dealers. A large proportion replied promptly, a very few declined to give information, and some did not reply, which made it necessary to write to other companies in their particular line, and as a result, I have had replies from the one hundred and twenty various lines, which are enumerated herewith:

[fol. 1284½]

Alkali	Baking Powder	Clocks
Automobiles	Brooms	Corks
Art Metal Goods	Buttons	Crucibles
Agricultural Tools	Bath Room Supplies	Cordage
Asbestos	Brushes	Crockery
Ammunition	Breakfast Foods	Canvas Goods
	Baskets	Cameras
Batteries	Ball Bearings	Canned Soups
Bolts		Cartridges

Carbon	Linen Collars	Scales
Coffee Substitutes		Spices
Canned Goods	Musical Instruments	Surgical Instruments
[fol. 1285]	(Brass)	Steel Furniture
	Mattresses	Skates
Desks	Men's Clothing	Steel Pens
	Mechanical Tools	Speed Indicators
	Music Boxes	Silk
Electric Light Fixtures		Steam Shovels
Envelopes	Oil	Soap
		Steam Goods
Furniture	Plows	Stoves
Felt	Pencil Clips	Shade Rollers
Fly Paper	Polish	
Furnaces	Piano Players	Toys
Fountain Pens	Publishers	Toilet Paper
Flash Lights	Paper Board	Tobacco
Filing Cabinets	Plumbing	Twine
Fire Bricks	Plate Glass	Thread
Forgings	Pulp	Turpentine
Fire Extinguishers	Paper	Tires
Gypsum	Paint	Tissue Paper
Graphite	Pianos	Tacks
Guns	Petroleum Products	
	Porcelains	Upholstery
Hooks & Eyes	Printing Machines	Underwear
Harness	Paper Boxes	Umbrellas
House Boilers	Pharmaceutical Specialties	
Hammocks		Varnish
Hardware	Rattan	Writing Paper
	Rubber Goods	Wire Goods
Ink	Roofing	Window Glass
	Refrigerators	Wooden Ware
Leather Belting	Razors	Wagons
Lead	Radiators	Wall Paper
Lead Pencils	Rings	Watches
Linen		Washing Powder
Linoleum		

The first question asked was: "What cash discount in ten days does your industry allow to the dealers?"

The replies gave the following facts:

5	Concerns	give	30	days	net,	and	do	not	allow	any	cash	discount.	
1	"	"	30	"	"	"	allows	$\frac{1}{2}\%$	cash	discount	in	10	days.
6	"	"	30	"	"	"	"	1	"	"	"	10	"
1	"	"	60	"	"	"	"	1	"	"	"	10	"
1	"	"	90	"	"	"	"	1	"	"	"	30	"
2	"	"	30	"	"	"	"	$1\frac{1}{2}\%$	"	"	"	10	"
1	"	"	60	"	"	"	"	$1\frac{1}{2}\%$	"	"	"	10	"
1	"	"	30	"	"	"	"	2	"	"	"	7	"
75	"	"	30	"	"	"	"	2	"	"	"	10	"

(Of the above 75 concerns, 12 allow 2% cash discount on monthly accounts if paid on or before the 10th of the succeeding month.)

[fol. 1285½]

2	Concerns	give	60	days	net,	and	allow	2½%	cash	discount	in	10	days.
1	"	"	60	"	"	"	"	2%	"	"	"	15	"
1	"	"	60	"	"	"	"	2%	"	"	"	30	"
1	"	"	90	"	"	"	"	2%	"	"	"	30	"
1	"	"	30	"	"	"	"	2½%	"	"	"	15	"
1	"	"	30	"	"	"	"	3%	"	"	"	10	"
1	"	"	60	"	"	"	"	3%	"	"	"	10	"
1	"	"	60	"	"	"	"	3%	"	"	"	10	"
1	"	"	90	"	"	"	"	3%	"	"	"	10	"
2	"	"	90	"	"	"	"	3%	"	"	"	30	"
1	"	"	90	"	"	"	"	3½%	"	"	"	10	"
2	"	"	30	"	"	"	"	4%	"	"	"	10	"
1	"	"	60	"	"	"	"	4%	"	"	"	10	"
1	"	"	60	"	"	"	"	4%	"	"	"	20	"
1	"	"	30	"	"	"	"	5%	"	"	"	10	"
2	"	"	60	"	"	"	"	5%	"	"	"	10	"
2	"	"	60	"	"	"	"	5%	"	"	"	30	"
2	"	"	90	"	"	"	"	5%	"	"	"	30	"
1	"	"	120	"	"	"	"	5%	"	"	"	30	"
2	"	"	30	"	"	"	"	6%	"	"	"	10	"
3	"	"	60	"	"	"	"	6%	"	"	"	10	"
1	"	"	120	"	"	"	"	6%	"	"	"	10	"
1	"	"	30	"	"	"	"	7%	"	"	"	10	"

1 Concern gives 30 days net, with following discounts in 10 days:—

2%	off	orders	amounting	to	not	less	than	\$50.00	net.
3%	"	"	"	"	"	"	"	\$100.00	"
5%	"	"	"	"	"	"	"	\$340.00	"

(The number of discounts given exceed 120, for the reason that some concerns give different discounts for various periods.)

[fol. 1286] The second question was: Has there been any changes in the last five years in the amount of the cash discount, and if an increase, does it show a larger percentage of sales discounted; or if reduced, a smaller amount?"

114 concerns replied there had been no change; two concerns state they had increased discount, one from 1% to 2%, which gave "an increase in amount discounted"; the other increased from no discount to 2% on \$50.00 invoices, 3% on \$80.00 and 4% on \$150.00 which resulted in a "decided increase in the amount discounted."

Four concerns reduced the amount of discounts, one from 6% to 2% with results that "about same number of customers discounted," another from 1% to no discount, another from 2% to 1%, which gave less discounts, and the fourth from 10% to 5%, which gave "about same amount discounted."

The third question was: "Do you allow a trade discount to the dealers, based on the amount of business done? If so, about how much?"

81 concerns do not allow a quantity discount and 39 give such discounts.

The amount of the total discount in dollars on the volume of sales, runs from 60% to 95% (4 concerns report 90% and over). The replies indicate that the concerns which insist on the discounts being taken within the discount period obtain the largest percentage of discounts. This is easy to understand, for the reason that the employee who handles the payments knows that if he does not make payment to a certain concern within the discount period the re-[fol. 1286½] mittance will be returned and his house will lose the discount, so he takes no chances with them and tries it on with the lenient ones and unfortunately is often successful. I believe it would take but little education and backbone to make all discounts come within the discount period.

Most of the replies are very interesting and many have asked that their comments be kept confidential, so I am only going to quote from the two extremes, the first being as follows:

We know of one manufacturer of — who does not make any allowance for cash. As a consequence, a great many firms who are financially able to pay, pigeon-hole his bills and he is continually hard pressed for funds. The writer has urged him not to try and be a pioneer in attempting to break down custom, but to raise his price accordingly and give the cash discount the trade demands."

The other is from a large concern with a national reputation obtained by high quality of product and extensive advertising—

"This Company and its predecessors, since the inauguration of this business, have used a 7% cash discount for payment in 10 days. In reality, this is a 5% trade and a 2% cash discount, dating the first of the following month. However, it has always been the means of securing prompt payment, and the accounts are practically closed out by the 15th of the following month. Our percentage of losses from bad debts is very much less than ½ of 1% of the total business." [fol. 1287] After careful consideration, the cement industry has decided to make terms of 30 days net and 5 cents per barrel discount for cash in 10 days (this is approximately 5% discount on the bulk price of cement f. o. b. mill). This was put into effect about thirty days ago. We use 5 cents instead of 5%, because all cement is sold on a delivered price and this avoids the possibility of the customer taking discount on the freight.

All cement invoices have printed or stamped on them the following:

"\$— discount will be allowed if this invoice is paid on or before —, 191-."

(Total amount of discount in dollars and cents and blank date are to be filled in,—blank date to be ten days from date of invoice.)

Some concerns use a sticker, which is printed; "Do not ask us to allow a cash discount, unless you have earned it," and this is attached to invoice- which go to concerns who try to get the discount after the period has expired, then remittances with over-due discounts can better be returned, as customers have had two notices that payment must be made within the discount period.

I trust this information will be as interesting to you as the collection and tabulation of it has been to me.

Yours very truly, W. S. Mallory, President. WSM-RBS.

[fol. 1287½]

Jan. 3, 1916.

Mr. W. S. Mallory, Pres. Edison Portland Cement Co., Stewartsville, N. J.

DEAR SIR: We have your favor of the 31st ult., enclosing copy of a letter in reference to the cash discount practices. This is very interesting information and we want to thank you for sending us this copy.

Personally the writer has been in favor of a higher rate of discount for the past two or three years, as he believes in the first place, it is not necessary to carry such a large amount on our books in outstanding accounts, and in the second place, it will tend to eliminate the undesirable dealer or contractor, as if he does not have the funds with which to take advantage of this large discount, he will be outdistanced by his competitors who possibly have.

Yours truly, — — —. ACS.

[fol. 1288]

GOVT. EX. No. 236

Copy to Mr. Chas. W. Bacon.

January 21st, 1916.

Mr. Richard Hardy, President Dixie Portland Cement Company, Chattanooga, Tenn.

MY DEAR DICK: As no doubt you have heard, we have formed the Cement Manufacturers Protective Association, and I am sending you three copies of the prospectus with the By-Laws and Constitution.

I wish you would look this over carefully and advise me what you think of it, as things are working out very nicely indeed, as far as the Lehigh District is concerned since this Association was formed, as all the Companies are now reporting all contracts closed, with delivery point, amount of cement contracted for, and deliveries applying against each, with prices and periods over which the deliveries will extend.

They are also reporting all overdue accounts and statistics covering cement manufactured, stock on hand, and shipments made.

The freight department of the Association is getting out books giving the freight rates to all the different points covered by the

Lehigh Valley district as far south as Virginia, and I hope later on, [fols. 1288½-1291] to be able to compile rates for the Southern States.

Would it not be a good idea to form an Association something on these lines, the same as they also have in the West, for the South?

On any point not clear that you would like further information, I would be glad to hear from you.

With kind regards, I am,

Sincerely yours, ———, President Cement Mfrs. Protective Assoc. S.

3-Enc.

[fol. 1292]

Govt. Ex. No. 237

April 10, 1916.

Mr. W. P. Corbett, Sec. & G. M. S. Alsen's American Portland Cement Works, 45 Broadway, New York City, N. Y.

MY DEAR CORBETT: Many thanks for your little note of the 7th instant, and frankly my dear fellow, it is words of this kind that makes one feel as if there is some use of the Association—in other words, with co-operation and good fellowship we should be able to get out of chaos, and I appreciate the position you are in until you hear from the other side; but I want you to feel that you are fully entitled to the information of this Association pending your receiving the looked-for instructions; and further I want you to see if you cannot strain a point and be here next Monday for the meeting, both of credits and contracts, as your personality will add a great deal to the strength of the Association, until, as stated, you receive full permission to join us.

In reference to dues, have you advised the other side of the small dues that have been set by the Association, viz.: six-tenths of a mill per barrel for shipments during the preceding year? I think this is essential and trust you will advise me.

With kindest regards,

Very truly yours, Cement Mfrs. Protective Assn., by ———,
———, President. REG-b.

[fol. 1292½]

Govt. Ex. No. 238

Cement Manufacturers Protective Association
932 Commercial Trust Building, Philadelphia, Penna.

Charles W. Bacon, Secretary

May 7th, 1917.

Mr. J. K. Barbour, General Sales Manager Security Cement & Lime Co., Hagerstown, Md.

DEAR SIR: It has been suggested that a comparison of the various quotation and contract and order forms used by the different members of the Protective Association would be of interest, with a view to possibly improving and standardizing the various forms of this kind in use.

I, therefore, ask that you bring with you to the next meeting of the Association, which will be on Monday, the 21st, copies of your quotation form and also your contract and order forms, provided you use different ones for these purposes.

Yours very truly, W. D. Lober, President.

[fol. 1293]

Govt. Ex. No. 239

November Twenty-ninth, Nineteen Eighteen.

Mr. Archibald Cox, 233 Broadway, New York City.

DEAR MR. COX: Enclosed herewith is copy of my suggestion of what to send the members relative to extending, in a limited way, the scope of the Association. As is customary, I submitted this to Mr. Holman—the chairman of the Committee—and he has replied relative to the suggestion, as per the attached memorandum.

In conference with Mr. Holman and Mr. Swett this morning on this subject, it was suggested that possibly the most enlightening and practicable way to get this before the members would be to ask your assistance in framing a letter which would be of value to the members in formulating their suggestions along lines that would be in harmony with your ideas as to what ought to be the scope of the subjects which could properly be discussed under our present Constitution and By-Laws.

If you could do this, in my opinion, it would prevent members from sending in suggestions which might have to be adversely passed upon, and possibly save us from *discourse*, which, as you know, we [fol. 1293½] are very anxious to avoid.

Will appreciate it if you will return Mr. Holman's memorandum with your reply.

Yours very truly, — — —, Vice-President. HSG-G.

Enc.

[fol. 1294]

Govt. Ex. No. 240

Alpha Portland Cement Company

General Offices: Easton, Pa.

March 26, 1919.

Mr. H. S. Gaines, Vice-President Cement Manufacturers Protective Association, #19 West 44th St., New York City.

MY DEAR MR. GAINES: At the various meetings of the members of the Cement Manufacturers Protective Association, and particularly meetings of the Credit Men, considerable stress was laid on the importance and desirability of close co-operation between the member companies. I have in mind an instance which emphasizes the lack of this co-operation and thought I would bring it to your attention so that you could use it as a means of bringing about more effectively what the Association has set out to accomplish.

[fol. 1294½] On the 14th of this month I wrote to the Edison Portland Cement Company at #8 West 40th Street, New York City asking them to kindly give me in confidence the benefit of certain experience which they had with a customer that they formerly sold. Up to the present time I have not received any response. It may be that they did answer my communication and the letter became lost in the mails but, of course, that can be determined upon investigation.

I do not like to put myself in the position of asking any member Company the second time for the same information as naturally I infer, when an answer is not made to a request of mine, that the Company with which the matter has been taken up does not care to respond but, in your position, I thought that you might be able to diplomatically find out why, in this case, the letter was not answered and also whether or not it is the purpose and intent of the Edison Company not to exchange information; if so, I think the other members should know it and be governed accordingly in their relations with the Edison Company.

You understand, of course, that we have other sources which are available to obtain information on any prospective customer or on anybody that we are interested in but, at the same time, the principle involved in this case is what concerns me and I think it would be well to look into it.

Very truly yours, Jno. J. Matthes, Sec'y-Treas. JJM. H.

April First, Nineteen Nineteen.

Personal

Mr. J. J. Matthes, Secretary-Treasurer Alpha Portland Cement Co.,
Easton, Pa.

MY DEAR MR. MATTHES: Responding to your letter of March 26th, I had a long talk with Mr. J. C. La Rue, Secretary of the Edison Portland Cement Company yesterday in regard to the matter you mention.

Mr. La Rue tells me that he can find no record of having received your letter making an inquiry as to any of his customers. He expressed himself as more than willing to cooperate along these lines and that if you will send him an inquiry under personal cover, he will give it prompt attention.

He called my attention to several instances where he has recently cooperated with other manufacturers by giving them information as to accounts which he is selling, and especially to a letter of commendation from Mr. W. D. Lober, who complimented him highly upon his willingness to cooperate and thanking him for the complete detail of information given him along these lines.

[fol. 1295½] I feel certain that this letter must have been lost or diverted in some way, as Mr. La Rue convinced me of his willingness to do whatever he can to promote the interests of the industry, and he suggested that in cases of this kind where you did not receive a prompt reply, if you followed up to him with a second letter, he would appreciate very much your doing so.

As you doubtless know, the Edison Company has recently re-organized their entire office arrangements and now have everything at their office at 8 West 40th Street, but they are still in somewhat of a jumble over there and have not gotten fully straightened out.

Mr. La Rue will be looking to hear from you on this, and if you will drop him a line I am sure that it will receive his best attention.

With kindest personal regards, I am,

Yours very truly, — — —, Vice-President. HSG-G.

(Here follow Government's Exhibits Nos. 242, 243, 244, and 245,
marked side folio pages 1296-1357, inclusive.)

PORTLAND CEMENT ASSOCIATION

111 WEST WASHINGTON STREET.
CHICAGO

Govt. Ex. No. 242

PLANT CAPACITY AS REPORTED TO THE ASSOCIATION AND USED IN THE MONTHLY STATISTICS

These figures are intended to represent as nearly as possible the maximum physical capacity of the plants throughout a twelve-month period allowing for ordinary and usual interruptions in operation and assuming a continuous and sufficient demand.

Figures show number of barrels in even thousands, 000 omitted.

NAME OF COMPANY	Clinker Capacity (Barrels)		Cement Capacity (Barrels)		NAME OF COMPANY	Clinker Capacity (Barrels)		Cement Capacity (Barrels)		NAME OF COMPANY	Clinker Capacity (Barrels)		Cement Capacity (Barrels)	
	Yearly	Monthly Average	Yearly	Monthly Average		Yearly	Monthly Average	Yearly	Monthly Average		Yearly	Monthly Average	Yearly	Monthly Average
Dist. No. 1 (New Jersey, Eastern Pennsylvania)					Dist. No. 4 (Illinois, remainder of Indiana)					Dist. No. 7 (Alabama, Tennessee, Georgia)				
Albiontown.....	800	75	900	75	Indiana.....	900	42	800	42	Atlas.....	1,300	100	1,300	100
Alpha.....	8,100	425	8,200	433	La Porte.....	1,220	110	1,320	110	Cluckfield.....	1,300	100	1,300	125
Atlas.....	10,000	833	10,000	833	Lehigh (Oglethorpe).....	1,800	125	2,500	208	Dixie.....	1,500	125	1,500	125
Bath.....	1,200	100	1,300	108	Lehigh (Mitchell).....	2,275	190	2,275	190	Gulf States.....	300	25	300	25
Coplay.....	1,500	150	1,500	150	Marquette.....	2,400	200	3,000	250	Southern States.....	300	25	300	25
Dart.....	1,100	92	1,100	92	Rensselaer.....	1,320	110	1,320	110	Total.....	4,700	392	5,100	425
Edison.....	2,250	188	2,250	188	Universal.....	8,940	745	10,520	878	Dist. No. 8 (Iowa, Minnesota, Missouri)				
Giant.....	2,100	180	2,100	180	Total.....	18,250	1,522	21,451	1,788	Atlas.....	4,000	333	4,000	333
Herford.....	2,000	167	2,000	167	Dist. No. 9 (Western Pennsylvania, Ohio)					Cape Girardeau.....	600	50	600	50
Lavaca.....	1,710	143	1,707	142	Canada.....	490	41	490	41	Continental.....	900	80	900	80
Lehigh.....	8,400	450	8,400	450	Cleveland.....	1,144	96	1,220	102	Columbus.....	300	25	400	33
Nasareth.....	1,250	104	1,250	104	Diamond.....	300	42	300	42	Hawkeye.....	1,200	100	1,200	100
Pennsylvania.....	1,300	125	1,300	125	Franklin.....	600	50	600	50	Lehigh.....	1,730	144	1,730	144
Proctorville.....	780	65	750	63	Lehigh.....	1,820	152	1,820	152	Miner (Kansas City).....	900	87	900	87
Phoenix.....	800	67	800	67	Pendleton.....	720	60	720	60	Miner (St. Louis).....	1,200	100	1,200	100
Vicksburg.....	1,900	158	1,900	158	Universal.....	3,600	300	4,800	400	Northwestern States.....	1,604	139	1,604	139
Whitehall.....	3,600	300	3,600	300	Wellston.....	300	42	300	42	Universal.....	1,400	117	1,500	125
Total.....	41,925	3,497	42,077	3,507	Total.....	9,472	793	10,640	869	Total.....	12,970	1,165	14,300	1,192
Dist. No. 2 (New York State)					Dist. No. 10 (Kansas, Nebraska, Northern Oklahoma)					Dist. No. 11 (Colorado, Utah)				
*Armo.....	720	60	720	60	Ash Grove.....	1,000	83	1,000	83	Colorado.....	1,000	83	1,000	83
Alpha.....	1,100	92	1,300	108	Banner.....	400	34	400	34	Cowell.....	1,440	120	1,440	120
Alpha (Millen).....	320	26	300	25	Dewey.....	500	42	500	42	Golden State.....	300	25	300	25
Alton.....	1,000	83	1,000	83	Frederick.....	450	38	450	38	Old Mission.....	670	56	670	56
Atlas.....	2,000	167	2,000	167	Great Western.....	430	36	430	36	Pacific.....	1,400	117	1,400	117
Cross Falls.....	600	50	700	58	Lehigh.....	1,500	125	1,500	125	Riverside.....	1,800	150	1,800	150
Holbrook.....	800	67	800	67	Miner.....	720	60	720	60	Santa Cruz.....	2,250	188	2,250	188
Krickenbecker.....	1,800	150	1,800	150	Nebraska.....	600	50	600	50	Southwestern.....	3,300	275	3,300	275
Pennsylvania (Cayuga).....	600	50	600	50	Northwestern States.....	500	42	500	42	*Standard Corp.....	720	60	720	60
Total.....	8,450	705	8,620	718	Total.....	7,140	596	7,132	597	Total.....	9,860	818	10,200	835
Dist. No. 3 (Michigan, Northeastern Indiana)					Dist. No. 12 (California)					Dist. No. 13 (Washington, Oregon, Montana)				
Arpa.....	500	42	500	42	*California.....	1,000	83	1,000	83	Beaver.....	300	25	300	25
Bath.....	500	42	500	42	Cowell.....	1,440	120	1,440	120	International.....	500	42	500	42
Huron & Wyandotte.....	2,520	210	2,520	210	Golden State.....	300	25	300	25	Lehigh.....	900	75	900	75
Michigan.....	450	38	450	38	Old Mission.....	670	56	670	56	Olympic.....	700	58	700	58
New England.....	340	28	340	28	Pacific.....	1,400	117	1,400	117	Oregon.....	325	27	325	27
Sewage.....	500	42	500	42	Riverside.....	1,800	150	1,800	150	Superior.....	1,000	83	1,000	83
Twinsburg.....	450	38	450	38	Santa Cruz.....	2,250	188	2,250	188	Three Forks (Hanover).....	300	25	300	25
Twinsburg.....	800	67	800	67	Southwestern.....	3,300	275	3,300	275	Three Forks (Tulsa).....	500	42	500	42
Wabash.....	600	50	600	50	*Standard Corp.....	720	60	720	60	Total.....	4,263	357	4,383	366
Wolverine.....	600	50	600	50	Total.....	9,860	818	10,200	835	Total all Districts.....	140,341	11,711	147,010	12,260
Total.....	8,900	675	8,290	694	Total.....	6,400	534	6,550	546					

*Non-member. *Plant not in operation. †After August 1 increase Clunker capacity to 700,000 bbls.

Form S-20. Revised July 1, 1900.

WM. M. KINNEY,
Statistician.

TRADE PRACTICES IN THE CEMENT INDUSTRY

A compilation of the essential features of reports of
the Trade Practices Committee, September, 1915,
May, 1916, September, 1917, and May, 1918,
intended to eliminate unfair methods of
competition and improper and illegal
discrimination, and to maintain
the quality of, and standard-
ize the specifications for,
Portland cement

Published by

**PORTLAND CEMENT ASSOCIATION
CHICAGO**

January, 1919

TRADE PRACTICES IN THE CEMENT INDUSTRY

A compilation of the essential features of reports of
the Trade Practices Committee, September, 1915,
May, 1916, September, 1917, and May, 1918,
intended to eliminate unfair methods of
competition and improper and illegal
discrimination, and to maintain
the quality of, and standard-
ize the specifications for,
Portland cement

Published by
PORTLAND CEMENT ASSOCIATION

OFFICES AT

ATLANTA
CHICAGO
DALLAS
DENVER

DETROIT
HELENA
KANSAS CITY
INDIANAPOLIS

MILWAUKEE
MINNEAPOLIS
NEW YORK
PARKERSBURG

PITTSBURGH
SALT LAKE CITY
SEATTLE
WASHINGTON

CONTENTS

	Page
Bin Test, Charge for.....	17
Blanket Contracts	10
Bulk Cement	19
Cement Products Manufacturers.....	14
Charge for Bin Test.....	17
Charge for Testing by Commercial Laboratory.....	18
Commissions	5
Consumer, Definition of.....	4
Differential Between and Dealer.....	4
Contract, Blanket.....	10
For Dealer's Use.....	9
For Specific Work.....	13
Credit	19
Dealer, Commissions to.....	5
Contract for Use by.....	9
Definition of	4
Differential Between and Consumer.....	4
Quotations to for Delivery Outside Home Town.....	9
Quotations to for Warehouse Stocks.....	13
Reports by of Deliveries on Contracts.....	8
Dealers' Organizations	19
Delivery Dates, Extension of.....	12
Differential Between Dealer and Consumer.....	4
Discount	4
Extension of Delivery Dates.....	12
Forms (Inserts at back of booklet)	
No. 1. Quotation to Dealer for Warehouse Stock	
No. 2. Quotation to Line Yards	
No. 3. Quotations for Specific Work	
No. 4. Contract for Specific Work	
No. 5. Contract for Dealer's Use	
No. 6. Report of Deliveries by Dealer	
No. 7. Order Blank for Salesmen	
Industrial Plants	14
Introduction	3
Manufacturers of Products.....	14
Order Blank for Salesmen.....	11
Personnel of Trade Practices Committee.....	20
Price Changes, "Tipping" of.....	15
Products Manufacturers	14
Quotations to Dealer for Delivery Outside Home Town.....	9
To Dealer for Warehouse Stock.....	13
For Specific Work.....	13
Railroads	14
Reports by Dealers of Deliveries on Contracts.....	10
Sacks	18
Salesmen's Order Blanks.....	11
Specifications	16
Specific Work, Contract for.....	13
Definition of	12
Quotation for	12
Test, Bin, Charge for.....	17
By Commercial Laboratory, Charge for.....	18
Tipping of Price Changes.....	15
Trade Practices Committee, Personnel of.....	20

INTRODUCTION

At a meeting of the Portland Cement Association, held at Atlantic City in September, 1915, a committee of the Association made a report on trade conditions affecting the cement industry. At meetings of the Association at Chicago in May, 1916, September, 1917, and May, 1918, committees made further reports on the same general subject. All these committees studied very carefully the trade practices which prevailed more or less generally in the business. Their reports embody their conclusions and recommendations and were adopted by the Association. This pamphlet is a compilation of the essential features of the reports.

In the opinion of the committees the practices which they recommend are based upon sound business principles. Their recommendations are offered as ideal for the industry, and ought to be followed so generally as to become customs of the business. It was believed that the practices recommended would tend to eliminate unfair methods of competition and improper discriminations in price, and would at the same time maintain the quality of the product and stimulate the interest of the dealer to extend the sale and use of cement for all suitable purposes, and generally prove advantageous to all concerned.

What follows in this pamphlet makes very evident the evils of the past and the reasons supporting each recommendation of the committees. Doubtless every manufacturer will desire to avail himself of the suggestions. Of course, no member of the Association is in any way obligated by the reports, or because of the adoption of the reports by the Association, to follow the recommendations. It is not at all a matter of mutual agreement, but solely a question as to whether the recommendations appeal to each member of the Association severally as the best thing for him and all concerned.

Every member is urged to give very careful consideration to this pamphlet, because the subject is of the greatest importance, and because the recommendations of the committees embody the best judgment of those who have had wide experience and have very carefully inquired as to what business customs will best put the industry on a high plane and give the greatest benefit to the producer, the dealer and the consumer.

1. DEFINITION OF DEALER

A dealer is a person, firm or corporation *regularly engaged in selling Portland cement and other merchandise*, especially building materials, purchased by him for resale; who is also properly equipped with storage facilities; supplied with teams or trucks; and is recognized in his home town as a building material dealer.

2. CONSUMERS

There are only two classes of buyers of cement—dealers and consumers. *The consumer price should be paid by all consumers* including manufacturers of concrete blocks, cast stone, concrete drain and roofing tile, concrete sinks and laundry tubs, concrete shingles and all other concrete products.

3. DEALER DIFFERENTIAL

In order to secure the active and energetic assistance of the dealer in pushing the use of cement in competition with other materials, it is necessary that the business be so handled that the dealer will get a margin of profit which is satisfactory to him and that will compensate him for his work. Unless this is done he will lose interest in cement and discourage its use in favor of other materials.

Recognizing these facts most cement manufacturers have for some time made a differential in price between dealers and consumers, first of five cents per barrel and later of ten cents per barrel, although in some sections of the country some manufacturers are still using the five cent differential.

It is clearly to the cement manufacturers' interest to use their very best efforts to induce dealers to handle their cement business in such a way as to net them a fair margin of profit. One of the surest ways to accomplish this is to help dealers to inform themselves on the cost of doing business, a result of which will be *to discourage them from selling cement for carload delivery on a smaller margin than ten cents per barrel.*

4. FIVE CENTS PER BARREL DISCOUNT

In the latter part of 1915 the cash discount for payment within ten days from date of invoice was increased by practically all cement companies from two cents to five cents per barrel. This discount is closely related to the dealer differential, and for the reasons stated under preceding heading *it is desirable that the five-cent discount be continued.*

It is important in carrying out the provisions for the five-cent discount that no cement be quoted on or sold or payment accepted therefor except including packages; that each invoice be dated the date shipment

is made as shown on bill of lading for the shipment covered by it, and that discount be not allowed in any circumstances unless remittances are mailed, as shown by postmark, not later than ten days from date of invoice.

It has been suggested that on the face of all invoices the following be stamped or printed:

\$ discount will be allowed if this invoice is
paid on or before 191 .

(Total amount of discount in dollars and cents and blank date to be filled in—blank date to be ten days from date of invoice.)

5. COMMISSIONS

The practice of paying to dealers a commission on sales made direct to consumers has been followed by some manufacturers on the theory that, as a dealer handles a certain brand in his locality, he is entitled to compensation on sales made to others because his representation has popularized that particular brand.

The correctness of this theory can be successfully attacked from several angles, the principal of which is that the dealer is entitled to compensation only for actual service rendered in each instance. His profits as a merchant are earned only for such service as he actually performs on each barrel sold, as, for example, on cement handled through his warehouse or through his accounts when he assumes the credit risk and thus performs a service.

The ten-cent differential should make it possible for the dealer to sell at a profit all the cement he sells in his town, but if a consumer refuses to buy through a dealer and prefers to purchase direct from a manufacturer, the dealer renders no actual service and clearly is not entitled to compensation when he performs no actual service.

For these reasons and also because the payment of commissions is of questionable legality under the Clayton Act except when the dealer actually performs a service, *commissions should never be paid to dealers under any circumstances.*

Legal opinion has been secured on this point, and in order to make the matter clear questions are stated below, and following them the answers thereto:

"A" is a certain cement company's dealer in a town.

"B" is another dealer in the same town.

"C" is a contractor or other user of cement located or doing work in the same town.

Question 1: May the cement company sell to "A" and "B" (dealers) at one price and to "C" (contractor) at a higher price? If so, when is it proper and when is it not proper for the cement company to allow to "A" or "B" or both a commission on sale made to "C"?

Answer: You may sell to a contractor who is a consumer at a higher price than to a dealer. A difference in price to wholesalers, jobbers, and consumers tends to equalize the disadvantages which the same price would create, and therefore tends to stimulate competition. A commission should not be allowed to "A" or "B", the dealers, for a sale made by you to "C" except in those rare instances where you may be able definitely to assure yourself that "A" or "B" has rendered you a service or has been the procuring agent in bringing the business to you. If it can consistently be done, we recommend that no commission be paid except upon an agreement so to do in advance for a specific service rendered, as the payment of commission so-called, unless there is a very substantial ground for the allowance, will be considered as evidence against you that you had an exclusive contract with the dealer as to territory, and that the so-called commission is in fact but an allowance to him for business which you sold within the territory which belongs to him. Although you do not under any circumstances agree that a dealer shall have an exclusive territory, nevertheless we must bear in mind that the ultimate determination of a court and jury as to whether such an agreement was in fact made by you will not alone be determined by what you say is the agreement, but your conduct will have greater weight than your mere words, as the substance and result, rather than the form, will be made conclusive.

Question 2: May the cement company decline to quote "C" and refer him to "A", at the same time advising "A" that "C" is in the market for cement?

Answer: You have the right to decline to quote "C" and refer him to "A", at the same time advising "A", the dealer, that "C", the consumer, is in the market for cement. You have the right to refuse to sell to a consumer, as you have the right to choose to sell only to dealers. There is no objection, upon your refusing to sell to a consumer, to advise him that dealer "A" sells a certain brand at———, and that you assume the dealer has a sufficient stock to handle "C's" requirements, and there is no objection to your advising dealer "A" that "C" is apparently in the market for a certain brand, as he has written to you for prices, in reply to which you have informed him that dealer "A" sells that brand in that locality.

Question 3: On receipt of an inquiry from "C" may the cement company, after consulting with "A", quote "C" on behalf of "A"?

Answer: You should not quote "C" on behalf of dealer "A". This is clear and strong evidence of an unlawful mutual agreement for exclusive territory for "A".

This answer was discussed further with counsel with the result that the opinion was revised to the extent that the cement company may, on receipt of inquiry from a contractor, consult with the dealer and after

getting a price from the dealer advise the contractor that it (the cement company) has been authorized by the dealer to quote the contractor. It is preferable not to use the wording: "We quote you on behalf of the ABC Building Material Company as follows", but rather to use the wording, "We are authorized by the ABC Building Material Co. to quote you as follows."

It was pointed out to counsel that in many cases it is very desirable to quote a contractor after consulting with the dealer, especial emphasis being made of the point that in such cases the contractor generally is a customer of the cement company with headquarters in a town different from the town in which he wishes to use the cement and for that reason is acquainted with the cement company and is not acquainted with the dealer, so that it would be inconvenient for the cement company to find it necessary to tell the contractor that it could not quote him and ask him to get in touch with the dealer. Counsel advised that there is no objection to the cement company securing authority from the dealer to quote the contractor in such a case, but that it is not desirable to follow this course when the contractor and dealer are located in the same town, but preferably where they are in the same town to refer the contractor to the dealer without quoting. Counsel further advised, however, that even in the latter case if in some exceptional instances it is found especially desirable to deal with the contractor after consulting with the dealer it is allowable to do so.

Question 4: May the cement company sell to "A" in his town and refuse to quote "B" when he asks for a price and if the cement company desires refer him to "A"?

Answer: You may sell to "A", a dealer, and refuse to quote "B", a dealer in the same town, and if you so desire you may refer him to "A". You should at all times be extremely careful not to convey at any time, either by conduct or spoken or written words, the impression that the dealer has an exclusive territory or a right in any way to consider himself as the only man in town to whom you would sell cement. You do not agree to give exclusive territory, and you should be very careful that no inference arises that you have so agreed. We suggest the following form of reply:

"We have your letter of _____ date asking for quotations on _____ cement. In reply have to advise that we do not care at this time to quote, but you are probably aware that _____ is sold in _____ by _____, a dealer who should have in stock enough to supply your requirements, and we suggest that you communicate with him."

In the event you receive a subsequent letter inquiring why you do not wish to quote, the letter generally should be ignored, but if special instances present themselves where you deem it desirable to make a further reply explaining your reason, we suggest the following:

"Your letter of _____ date with inclosures was received today. The commercial experience of this company has convinced us that in many cases our best policy is to market _____ Portland cement through one dealer in a community. This enables that dealer to push the sale of our product with an energy which we might not otherwise secure. We do not require any dealer to agree in any way that he will not deal in the product of our competitors, but we do demand, and all that we demand is, that dealers who receive the benefit of our policy of marketing our cement through them shall show the energy which we expect in pushing our product and shall not discriminate against it. We are advised by counsel that this sales plan does not violate the Clayton Act or any other statute, and is not contrary to any public policy expressed in the laws of this country. (Strike out the preceding sentence except when inquiry refers to claimed violation of law.)

"We at no time have had any exclusive agencies or contracts with our customers restricting our right to sell where, when or to whom we might desire. We have always held ourselves free, and we have the right to select the customers with whom we desire to do business, and will continue this policy of freely selecting our customers as we may deem best for furthering the sale of our products. And so, while we may have sold _____ Company in the past, we may tomorrow offer to sell to you or any other dealer in your town, as may to us seem best for our commercial interests and the selling of as much of our product as is possible, for it is needless to suggest that that policy commends itself to us which will result in our selling as much of our product as we can.

"I thank you for calling my attention to the case in question, and I am quite sure that in view of the foregoing explanation you will appreciate our reason for preferring at this time to not sell _____ cement to you in _____."

Question 5: May the cement company sell to "B" at a higher price than is charged "A"? If so, when is it proper and when is it not proper to allow commission to "A" on sale made to "B"?

Answer: You should not sell to "B" at a higher price than you sell to "A", except where the difference in price is based on the grade, quality or quantity of the commodity sold, or the difference in the cost of selling or transportation, or made in good faith to meet competition. You should not allow a commission to "A" on a sale made by you to "B", except for services actually rendered in consummating the sale made to "B". In this connection note our recommendations in answer to Question 1.

Question 6: May the cement company sell to "A" and "B" at the same price and allow to "A" a commission on sale made to "B"?

Answer: You should sell to "A" and "B" at the same price except where conditions noted in answer to Question 5 are present, and you

should not allow a commission to "A" on a sale made to "B" except where conditions exist as found in answer to Questions 5 and 1.

6. QUOTATIONS TO DEALERS FOR DELIVERY AT TOWNS OTHER THAN THEIR HOME TOWN

In many cases quotations have been made to dealers in towns other than their home towns, where they are not regularly engaged in business as building material dealers. By reason of this condition and having no investment in such towns, such dealers frequently sell cement for delivery f. o. b. cars at such towns at a margin of profit smaller than the margin recognized and observed by building material dealers regularly engaged in business in those towns. This deprives the latter dealer of business to which he is justly entitled and causes demoralization and dissatisfaction. *Therefore, a dealer should be quoted the consumer price on cement for shipment to any town other than his home town, except that it is proper to quote the dealer price to such a dealer on cement for delivery in towns adjacent to his home town in which there are no dealers.*

7. CONTRACT FORM FOR DEALERS' USE

Great demoralization results from the ability of dealers to place orders with manufacturers for large amounts for deferred delivery upon the representation that the cement is for specific work which the dealer has sold, all or part of which has in reality not been sold by dealer for such work. In such a case the cement is later sold by dealer from time to time when the market has advanced at a price lower than warranted by the manufacturers' current prices to such dealer and lower than other dealers in the same town can sell at, based on manufacturers' prices to them for current requirements. This results in demoralization to the detriment of all manufacturers concerned in the market affected—the manufacturer who has such an unspecific contract delivering cement at prices below prevailing market prices, and the manufacturers who are trying to sell through other dealers being unable to secure business because of the disadvantage under which such dealers are placed in competition with the dealer who is being supplied by the other manufacturer at price below prevailing market.

Urging dealers to place orders for extended delivery for specific work, and permitting such dealers, at their option, to take more or less cement on such orders than actual quantity used in the work, *has been one of the most objectionable devices and practices known, and has done more than any other one thing to bring about demoralization.* This practice is closely akin to "guaranteeing prices against decline", and no good or wise merchant ever resorts to such practices. If a contract is made it should be a fair one and its terms observed by both parties.

No specific work contract should be made that is not bona fide, and such a contract should cover the quantity of cement used in the particular job described—no more, no less; and any change in the market during the period of the contract should not affect the price named in the contract. All specific work contracts with dealers should be in written contract form, and dealers should be required to report monthly their deliveries thereon. These suggestions, if consistently followed, will prevent padding of contracts and the loss and demoralization resulting therefrom.

If all manufacturers insist that every specific work contract with a dealer have attached thereto an executed copy of contract between the dealer and his customer for that particular work, it will largely eliminate the abuses recited.

For these reasons the attached form of dealer contract should be adopted and its use by dealers insisted upon and executed copy of the dealer contract be attached to the manufacturer's specific work contract with that dealer in every case. The manufacturer, of course, when he has any reasonable doubt of the existence of the specific work mentioned, should make a thorough investigation to disclose the fact or establish with certainty that the quantity in the dealer contract is correct. (See Form No. 5.)

8. REPORTS BY DEALERS OF DELIVERIES ON SPECIFIC WORK CONTRACT

To secure full benefit from dealer contracts described in the preceding section, *dealers should be required to make monthly reports of deliveries on specific work contracts in order that the misuse of cement by dealers may be eliminated and the demoralization which usually results may be prevented.* A form for this purpose is appended.

Comparison should be made regularly each month between the amount reported by dealer as delivered on contract and the amount actually shipped to dealer on contract. When the amount actually shipped is greater than that reported, and if the market price at time of shipment is higher than the contract price, the dealer should be invoiced on the 15th of each month at the difference in price for all excess deliveries in preceding month. (See Form No. 6.)

9. BLANKET CONTRACTS

A blanket contract is a contract covering unknown and uncertain requirements of dealers or contractors or consumers, for delivery beyond 15 days, representing a future possibility and not an actuality.

The making of blanket contracts with dealers or contractors either for flat amounts or for requirements during a stated period of time is unnecessary and unbusinesslike. Such contracts are an obligation of an

indefinite and uncertain character on the cement company, and result in demoralization and abuse. When made with a dealer, if the market advances above contract price, they result in demoralization. In case the market declines below contract price, the dealer refuses to take the cement for the reason that he cannot resell it in competition with dealers buying at market price then prevailing.

When made with a contractor, if the market advances the contractor has an advantage over his competitors in bidding on work to which he is not rightfully entitled. In case the market declines the reverse is true. He is at a disadvantage in figuring his bid in competition with other contractors whose bids are based on the prevailing market price. Usually he figures his bid on the prevailing market price and refuses to take deliveries on the contract for such work as he secures.

The practice of making blanket contracts cannot be too strongly condemned.

10. SALESMEN'S ORDER BLANKS

All sales made by salesmen should be covered by the signed order of the customer, a copy being retained by customer. This will prevent disputes and prevent the customer from claiming later that the salesman agreed to prices, terms, conditions, etc., not in accordance with custom. The attached form, which provides that the order is not binding on the cement company until accepted by its home office, should be adopted and its use insisted upon. (See Form No. 7.)

11. QUOTATIONS FOR IMMEDIATE ACCEPTANCE, FIFTEEN DAY SHIPMENT, ONE CAR ONLY

All quotations represent potential but indefinite and uncertain obligations of the cement company, and it is obviously desirable and proper to limit these obligations as much as practicable. Under the plan of sending broadcast, at every price change, thousands of unasked quotations, the potential obligations of each company, provided they are for acceptance within five, ten or thirty days or until canceled, or for thirty-day shipment or for amounts greater than one car each, reach very high figures.

In the event of general advances in price, which, under strong buying demand, car shortage or similar conditions, may occur at frequent intervals, these potential obligations to sell become real obligations to deliver unduly heavy tonnages at prices lower than the price warranted by commercial conditions. Thus the cement company is effectively prevented from taking advantage of the advanced price, and is compelled to accept business at prices lower than the changed conditions justify.

It is obvious, therefore, that in order to keep the situation more nearly in the control of the cement company, *all trade quotations should*

be for immediate acceptance, 15 day shipment, and for not more than one carload each. (See Form No. 1.)

12. EXTENSION OF DELIVERY DATES

The practice, after customers have placed orders for delivery within 15 days, of later permitting cancellation of these orders or extensions in shipping date originally agreed upon is in reality giving an option to the buyer which causes disturbance to cement company's operating and shipping plans which is an uncertain and indefinite obligation on the cement company.

It is obvious, therefore, that *strict insistence by manufacturers should be made on the following condition of sale:*

"Orders entered for shipment on a specific date will at our option be shipped on that date unless sooner ordered out by purchaser."

13. DEALERS SPECIFYING BRANDS IN MAKING PROPOSALS

It has been found that dealers, in bidding on inquiries for cement, particularly inquiries from municipalities, often do not state brand upon which they are bidding and later, in case they are awarded the business, not being obliged to supply any particular brand, try to auction the business off to manufacturers other than the one on whose price they based their proposal when bidding.

This practice obviously is undesirable from a manufacturer's standpoint and manufacturers are urged when quoting to dealers price to use in bidding on such inquiries, *to require dealers to state in their bid the name of the brand on which they are bidding.*

14. DEFINITION OF SPECIFIC WORK

Specific work is a definable piece of construction work requiring a carload or more of cement for delivery over a specified period of time beyond 15 days.

15. QUOTATIONS FOR SPECIFIC WORK

It is obvious, from the manufacturer's standpoint, that the period for acceptance of a quotation should be as short as possible without inflicting a hardship or undue inconvenience on purchasers of cement. The longer the acceptance period the greater are the manufacturer's potential obligations and such obligations, particularly in an active market, may be undesirable. Certainly it is to the manufacturer's interest to control as nearly as possible at all times the volume of business he may be called upon to take in a given period at a stated price.

The cost of cement entering into a given piece of work should correspond as nearly as possible to the price prevailing at time bids for the work are submitted. In bringing about this condition, however,

quotations should not be held open for an unnecessarily long period for the reason stated. This means, then, that quotations should be made only a reasonable time before and held open only a reasonable time after bids are submitted.

Quotations on specific work are made to two general classes of prospective purchasers:

1. Those who are in position to buy immediately.
 - a. Dealer buying for resale to a contractor who has contract for specific work, or for resale to an owner.
 - b. Contractor who has contract for specific work.
 - c. Owner (including railroads, industrial plants, etc.).
2. Those who are not in position to buy immediately.
 - a. Dealer buying for resale to contractor figuring contract for specific work.
 - b. Contractor figuring contract for specific work.

Quotations to prospective purchasers of Class 1 may be dismissed in a few words. When a concern or individual needs cement, as soon as the need is known there is no reason why purchase should be delayed. Since a contractor to whom a contract has been awarded occupies the same position as a dealer buying for warehouse stock or an owner in that he can buy immediately, quotations for specific work made to those included in Class 1 should be for acceptance within not more than five days.

Quotations to prospective purchasers of Class 2, namely, those who are not in position to buy at time quotation is made (this class is made up largely of contractors figuring specific work) present a different condition. Such quotations are usually on cement for use in specific work contract for which has not been awarded and should be for acceptance within not more than 15 days.

It is important that quotations on specific work be made only when a full and accurate description of the work is furnished by the concern or individual asking for quotation.

Quotations should be for acceptance *within not more than five days when prospective purchaser is in position to buy immediately.*

Quotations should be for acceptance *within not more than 15 days when prospective purchaser is not in position to buy immediately.* (See Form No. 3.)

16. SPECIFIC WORK SALES CONTRACT

A specific work sales contract is a contract covering the cement required for specific work (see definition of Specific Work on page 12).

It is clear that *a specific work sales contract should be executed only when the person or concern desiring to buy has been awarded contract for such work, or in case the owner is the buyer such specific work sales*

contract should be executed only when it has been definitely decided that the work in question is to be done immediately or within a reasonably short time.

In case a dealer is the buyer, buying for resale to a contractor or an owner, such specific work sales contract should be executed *only when dealer has theretofore sold the cement to his customer.* It is desirable that copy of contract between dealer and his customer be attached to such specific work sales contract. (See Section 7—Contract Form for Dealers' Use—page 9.)

Specific work sales contract should accurately describe the work as to location, character, name of owner, contractor or other party doing the work.

It is important in specific work sales contracts (as it is in quotations and other documents used in the industry), that they be definite and exact as to their provisions. (See Form No. 4.)

17. QUANTITY AND DELIVERY PERIOD OF SALES TO CEMENT PRODUCTS PLANTS, INDUSTRIAL PLANTS, RAILROADS, ELECTRIC LINES, STATE, COUNTY AND MUNICIPAL GOVERNMENTS

Railroads, industrial plants and manufacturers of cement products, including concrete blocks, cast stone, concrete drain and roofing tile, concrete sinks and laundry tubs, concrete shingles, etc., have been in the habit of buying their requirements for season delivery or their requirements with a maximum and minimum limit for season delivery, or flat amounts for season delivery, or flat amounts with leeway for season delivery.

As to concrete products plants, the claim has been made that the nature of their business is such that they distribute price lists covering their products and manufacture them for stock and later sale, and in view of this that they should be sold their requirements for the season.

This condition is largely theoretical. In reality, if such concerns are sold for delivery within 15 days or for deferred delivery when the sale is for specific work only, they will be able to change their prices from time to time to accord with changes in the cement market without any considerable inconvenience and with no injury. To sell such concerns season requirements, or large quantities for deferred delivery, is likely to result in such concerns, in the event of a price advance, retailing the cement at prices with which legitimate dealers paying the market price are unable to compete, thus putting such dealers out of the market and destroying such channels of trade.

In view of these conditions *concrete products plants, including manufacturers of the items listed above, should not be sold blanket requirements for season delivery or large amounts for deferred delivery, but sales to this class of customers should be on either of the following bases:*

1. For delivery within 15 days from date of order, or
2. Requirements of specific work which is known to exist, with a maximum amount limitation.

In the case of *Industrial Plants, Manufacturing Establishments, etc.*, there is no real necessity for such concerns to buy their requirements for the season, and they should be sold only on the following bases:

1. Delivery within 15 days from date of order, or
2. Requirements of specific work which is known to exist, with a maximum amount limitation.

In the case of *Railroads, Electric Lines, State, County and Municipal Governments and Regularly Constituted Boards and Commissions thereof*, there is also no real necessity for such concerns to buy their requirements for the season, and such buyers should be sold only on the following bases:

1. Delivery within 15 days from date of order:
2. Requirements of specific work which is known to exist, with a maximum amount limitation.

It is recommended that *sales to classes of purchasers referred to in this section should be made direct preferably*: that where such sales are made through dealers, except in the case of Railroads (where it is preferable that all sales be made direct), it is important that Cement Companies check up such cases carefully to prevent possibility of cement ordered by dealers on such contracts being sold through dealers and used for other purposes, contrary to contracts.

18. GIVING ADVANCE NOTICE OF PRICE CHANGES

The practice of giving notice of a price advance is unbusinesslike and cannot be too strongly condemned. The theory of advance in price is that conditions do not justify the sale of cement at the former price. The practice of giving notice of an advance in price is opposed to this theory in that the practice results in large quantities of cement being bought at prices lower than conditions justify. The argument has been advanced in favor of the practice that dealers should be protected at the time of a change in price to the extent of being enabled to fill their warehouses before the advance takes effect. This argument lacks strength in that it would tend to cause dealers to defer their purchases even when they need cement for the reason that they would know they would receive notice of an advance and in the meantime be enabled to take advantage of a decline in price, should one occur. Clearly this would have the effect of influencing the dealer not to keep his stocks at a level to meet demand and in addition would foster speculation, a practice which it is generally agreed in the cement industry is not a desirable one.

In the few cases where the practice of giving a five-day notice of price advance has been indulged in the extent of it was supposed to be confined to a single carload and to dealers only, but, in fact, it was usually not so restricted in either respect. Quantities of business placed at the old price usually were unlimited and during the five-day interval quotations were made indiscriminately, some of them covering specific work for as much as 30-day acceptance.

A further objection to the practice as it has worked out under trial is that a contractor who has a contract covering a given piece of work has no incentive to buy until he actually must have cement. This is true for the reason stated in reference to dealers—that is, that contractor knows he will receive notice of an advance in price and by waiting for such a notice, knows that he will be enabled to take advantage of a decline in price should one occur.

Therefore, when quotations are issued covering a change in price *the change should be made effective on the date quotations are written, and in no case should the practice of what has become known in the industry as "price tipping" be indulged in.*

19. GUARANTEEING SALES AGAINST DECLINE IN PRICE

The practice of a cement company in guaranteeing customers against decline in price is inherently unfair and unbusinesslike. Besides the paying or allowing of rebates or special concessions in any form, directly or indirectly, to any person, firm, corporation, dealer, lineyard company, or its agents or employees, is unfair competition and illegal discrimination.

Quotations and sales should be made in accordance with the methods described in this pamphlet and *in no case should the cement company guarantee its customer against a decline in price.*

20. SPECIFICATIONS *

The specifications under which practically all cement is marketed in this country are, of course, recognized as standard and it is clearly to the interest of all cement companies to discourage freak and unreasonable specifications.

No cement should be sold or quoted on subject to specifications other than those of the American Society for Testing Materials, adopted September 1, 1916.

The company wishing to make sale should, of course, use its influence to have the specifications made regular, and in addition, when prospective purchaser insists on other than standard specifications, a report of

* EDITOR'S NOTE—Reference in this section to Government specifications may be disregarded for the time being at least, the Government Departmental Committee on specifications for cement having recently passed a resolution that the requirement for fineness be changed to take effect six months after the close of the war with Germany, instead of July 1, 1918.

the occurrence should be made to the Committee on Technical Problems of the Association with the request that it try to prevail upon the prospective purchaser to adopt standard specifications, one of the chief objects of that Committee being to maintain the quality of, and standardize the specifications for, Portland cement.

The reason for omitting reference to Government Specifications is that these specifications, although they are now exactly the same as the specifications of the American Society, contain the provision that the fineness requirements will be automatically changed July 1, 1918, which, in the opinion of many authorities, is unnecessary.

Of course, in furnishing cement for Government work it may be necessary for the company making the sale to incorporate Government specifications in the conditions of sale, but in case deliveries are to run beyond July 1, 1918, the sale should provide clearly that the cement delivered under it is to conform to Government Specifications as now written and not to Government Specifications as they will be after July 1, 1918, in case the changed provision as to fineness goes into effect.

21. CHARGE FOR BIN TEST

When cement is set aside in sealed bins and tested for the exclusive use of a single customer or group of customers, mill operation and shipping procedure are limited and restricted, with consequent inconvenience, lessened efficiency and increased costs, by reason of great investment required in storage facilities and to carry additional stock of cement.

The cost of this additional service varies as among companies and differs according to time of year, condition of stocks and length of time the cement is held. While the exact cost is difficult to determine it varies from three cents to ten cents per barrel and it is clear that *this cost, in no instance lower than three cents per barrel, should be borne by the purchaser of cement.*

It has been found that in some cases customers at time of purchase demand bin test facilities; and in others without making such a demand at time of purchase, later under their interpretation of standard specifications demand that bin test facilities be supplied.

When it is demanded at time sale is made that cement be set aside in sealed bins and tested, contract should provide for an additional charge for the facilities supplied.

When it is not demanded at time sale is made that cement be set aside in sealed bins and tested, contract should provide that in case such a demand is made later Cement Company shall not be obliged to comply with the demand but may do so at its option, in which event an additional charge will be made for the facilities supplied.

The additional charge referred to in this section is for service and

storage facilities only and is not to be confused with the charge for actual testing referred to in Section 22.

22. COMMERCIAL LABORATORY TESTING CHARGE

As all quotations and sales are subject to Standard Specifications, the cement company guarantees the cement to conform thereto. If the purchaser, or some other interested party, desires to assure himself that such condition is fulfilled by the cement company, and employs a commercial laboratory or tester to make tests to determine the fact, the cost of such service should not be borne by the cement company.

It is generally realized that *under no circumstances should cement manufacturers bear commercial laboratory charges for testing cement or pay these charges for the buyer's account.*

23. SACKS

It should be thoroughly understood, and the position firmly maintained that:

All packages are provided solely for the cement user and are sold to and paid for by him on the same terms as the cement. They are delivered to transportation company in a serviceable condition, filled with cement, and any loss due to damage en route should be assumed by the transportation company.

Any loss due to damage while in possession of the dealer should be assumed by him.

Any loss due to damage while in possession of user should be assumed by him.

Cloth sacks will be repurchased by the cement company from original purchaser only when in serviceable condition, or when a reasonable amount of repairing will put them in serviceable condition for further use as cement containers.

The theory sometimes advanced that the cement container is a free package, that the cement company lends the cloth sack to the user, or by any process assumes any loss due to wear and tear, except that occurring while in the cement company's hands, is unsound and inconsistent, and the practice of maintaining this attitude is condemned.

In view of these facts *it should be made the rule that only such cloth sacks as are serviceable and can be used again be repurchased*, and that no returned cloth sacks be repurchased unless they are in serviceable condition as cement containers or can be made so by a reasonable amount of repairing.

In all cases the cement company's count and inspection should be final and the cost of returning empty cloth sacks to the cement company's mill should be borne by purchaser.* (See note at bottom of page.)

* The sack provisions in forms accompanying this report are on the basis of charges for packages, in effect prior to September 16, 1918.

24. CREDIT

The free interchange of credit information among cement companies is desirable in the interest of reducing losses, eliminating the practice of cement companies acting in the capacity of bankers, and concentrating the handling of cement in the hands of competent and responsible dealers.

Bureaus for the collection and distribution of credit information have been established in some sections of the country and it is desirable that similar bureaus be organized in other sections.

25. DEALERS' ORGANIZATIONS

It is the recommendation of the committee that Cement Manufacturers do not become members of any dealers' organization.

26. BULK CEMENT

Handling cement in bulk, where the nature of the work permits, is worthy of very careful consideration. It is convenient and economical and has proved eminently satisfactory to those who have used it.

It eliminates:

1. Investment in sacks on hand and en route to job filled with cement.
2. Investment in empty sacks on hand and en route to cement mills.
3. Freight charges on shipments of returned empty sacks.
4. Sack losses necessarily incident to the use of cement in sacks.

It also reduces the number of men required on the job. Many contractors using cement in bulk have effected a saving of from five to ten cents per barrel in addition to the saving in purchase price.

PERSONNEL OF COMMITTEE ON TRADE PRACTICES

R. H. Hughes, Chairman (Crescent)
H. E. Hilts, Secretary (Association)
G. F. Bayle (Glens Falls)
Wm. N. Beach (Pennsylvania)
J. W. Boardman, Jr. (Huron and Wyandotte)
F. M. Coogan (Alpha)
Loring A. Cover (Security)
F. W. Erlin (Pacific)
W. H. Ford (Canada)
George R. Gay (Santa Cruz)
R. E. Griffith (Giant)
Richard Hardy (Dixie)
Wm. M. Hatch (Peerless)
H. P. Johnson (Missouri)
D. H. MacFarland (Atlas)
C. H. McNider (N. W. States)
Clark M. Moore (Colorado)
Albert Moyer (Vulcanite)
B. H. Rader (Lehigh)
Blaine S. Smith (Universal)
F. H. Smith (Lawrence)
L. T. Sunderland (Ash Grove)
F. L. Williamson (Dewey)

QUOTATION TO DEALERS FOR WAREHOUSE STOCK

IMPERIAL PORTLAND CEMENT COMPANY

IMPERIAL, U. S. A.

We quote for immediate acceptance, subject to change without notice, shipment within fifteen (15) days from date of order, acceptance of order in writing by this company, and to terms, conditions and limitations on the reverse side hereof, in carloads, f. o. b. station named:

IMPERIAL Portland Cement	in 4 cloth sacks at	per standard bbl.
“ 4 paper bags at	“ “	“

Unless otherwise agreed, this quotation is limited to one carload of cement and applies only on shipments billed to and unloaded at point of delivery specified.

This quotation is based upon today's market and is applicable to immediate orders only.

Prices for specific work requiring deliveries beyond 15 days will be quoted upon application accompanied by full information and description of the work.

Yours respectfully,

IMPERIAL PORTLAND CEMENT COMPANY.

Terms, Conditions and Limitations

PAYMENT: 30 days net; 5 cents per barrel discount for PAYMENT IN FULL within 10 days from date of invoice. Payments to be made in cash or equivalent at our Office, Imperial, U. S. A. Original paid freight bills to be sent us promptly for comparison.

Sacks must be paid for at same time as cement.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or become, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

In making delivered prices, we only guarantee cost at destination, and we will not be responsible for shortage or damage, occurring in transit. Our responsibility ceases when shipments are delivered to railroad company on cars at our mill. Railroad company's bills of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

We will pay to original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of cement.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder, we may have accepted, and shall from time to time accept, other orders and contracts so as to have a market for our estimated output of cement under normal conditions; therefore, in the event we shall at any time, because of any such contingency, be unable to deliver to all our customers the entire quantity of cement required and called for by all of our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly, and there shall be no liability on our part for the reduction so made.

IMPERIAL portland cement to be furnished hereunder is when shipped to conform in every respect to Standard Specifications for portland cement adopted September 1, 1916, by the American Society for Testing Materials, but we cannot be responsible for improper use of cement; therefore, we will not guarantee finished work.

Purchaser waives any provisions of said specifications which may be interpreted as involving the setting aside of cement in sealed bins for test before shipment, unless such an arrangement is expressly agreed to in contract when executed, in which event an additional charge will be made, and stated in the contract, for the facilities supplied.

QUOTATION TO LINEYARD

IMPERIAL PORTLAND CEMENT COMPANY

IMPERIAL, U. S. A.

We quote for immediate acceptance, subject to change without notice, shipment within fifteen (15) days from date of order, acceptance of order in writing by this Company, and to terms, conditions and limitations on the reverse side hereof, "IMPERIAL" Portland Cement for your yards, in carloads, f. o. b. stations named, at the following prices per standard barrel, viz.:

F. O. B.	IN CLOTH SACKS	IN PAPER BAGS

Unless otherwise agreed, this quotation is limited to one carload of cement for each or any station named and applies only on shipments billed to and unloaded at point of delivery specified, respectively.

This quotation is based upon today's market and is applicable to immediate orders only.

Prices for specific work requiring deliveries beyond 15 days will be quoted upon application accompanied by full information and description of the work.

Yours respectfully,

IMPERIAL PORTLAND CEMENT COMPANY.

Terms, Conditions and Limitations

PAYMENT: 30 days net; 5 cents per barrel discount for PAYMENT IN FULL within 10 days from date of invoice. Payments to be made in cash or equivalent at our Office, Imperial, U. S. A. Original paid freight bills to be sent us promptly for comparison.

Sacks must be paid for at same time as cement.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfulfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or become, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

In making delivered prices, we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to railroad company on cars at our mill. Railroad company's bills of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

We will pay to original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of cement.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder, we may have accepted, and shall from time to time accept, other orders and contracts so as to have a market for our estimated output of cement under normal conditions; therefore, in the event we shall at any time, because of any such contingency, be unable to deliver to all our customers the entire quantity of cement required and called for by all of our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly, and there shall be no liability on our part for the reduction so made.

IMPERIAL portland cement to be furnished hereunder is when shipped to conform in every respect to Standard Specifications for portland cement adopted September 1, 1916, by the American Society for Testing Materials, but we cannot be responsible for improper use of cement; therefore, we will not guarantee finished work.

Purchaser waives any provisions of said specifications which may be interpreted as involving the setting aside of cement in sealed bins for test before shipment, unless such an arrangement is expressly agreed to in contract when entered, in which event an additional charge will be made, and stated in the contract, for the facilities supplied.

SPECIAL QUOTATION FOR SPECIFIC WORK

**IMPERIAL PORTLAND CEMENT COMPANY
IMPERIAL, U. S. A.**

We quote you, subject to all the terms, conditions and limitations on both sides hereof, on "IMPERIAL" PORTLAND CEMENT for work herein described; and for shipment according to contract requirements, between date hereof and 19- , not to exceed, however,

4 Cloth Sacks at	per Standard Bbl.
IMPERIAL Portland Cement in	
4 Paper Bags at	" " "

in carloads, f. o. b. cars

This price includes the sacks in which the cement is to be shipped.

This quotation is intended to cover the entire and actual quantity (estimated at _____ barrels) of Portland cement which buyer shall be required to, and in fact shall, furnish or use in the following described work.

DESCRIPTION OF WORK

*This quotation is subject to the execution of a written contract between you and your customer in conformity herewith on our regular form furnished for dealers' use, the original or a duplicate thereof to be filed with us.

†This quotation is for acceptance within 5 days from this date and is subject to the execution of our regular form Specific Work Sales Contract.

Yours respectfully,

IMPERIAL PORTLAND CEMENT COMPANY.

* This paragraph should be used only when contract is with a dealer for resale to a consumer; it should be omitted when contract is with the consumer direct.

† Quotations should be for acceptance within 5 days when prospective purchaser is in position to buy immediately. When prospective purchaser is not in position to buy immediately, following paragraph should be substituted:

This quotation is for acceptance within 15 days from this date and is subject to the execution of our regular form Specific Work Sales Contract at the time this quotation is accepted.

Terms, Conditions and Limitations

PAYMENT: 30 days net; 5 cents per barrel discount for PAYMENT IN FULL within 10 days from date of invoice. Payments to be made in cash or equivalent at our Office, Imperial, U. S. A. Original paid freight bills to be sent us promptly for comparison.

Sacks must be paid for at same time as cement.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

If at any time purchaser's financial responsibility be or become, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

In making delivered prices, we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to railroad company on cars at our mill. Railroad company's bills of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

We will pay to original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of cement.

The quotation on reverse side is limited to the quantity and delivery stipulated and work described.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder, we may have accepted, and shall from time to time accept, other orders and contracts so as to have a market for our estimated output of cement under normal conditions; therefore, in the event we shall at any time, because of any such contingency, be unable to deliver to all our customers the entire quantity of cement required and called for by all of our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly, and there shall be no liability on our part for the reduction so made.

IMPERIAL portland cement to be furnished hereunder is when shipped to conform in every respect to Standard Specifications for portland cement adopted September 1, 1916, by the American Society for Testing Materials, but we cannot be responsible for improper use of cement; therefore, we will not guarantee finished work.

Purchaser waives any provisions of said specifications which may be interpreted as involving the setting aside of cement in sealed bins for test before shipment, unless such an arrangement is expressly agreed to in contract when entered, in which event an additional charge will be made, and stated in the contract, for the facilities supplied.

IMPERIAL PORTLAND CEMENT COMPANY.

IMPERIAL PORTLAND CEMENT COMPANY

Imperial, U. S. A.

Specific Work—Sales Contract, No. _____

THIS AGREEMENT, and a duplicate hereof, made this
191 , by and between IMPERIAL PORTLAND CEMENT COMPANY (a corporation), of Imperial, U. S. A., hereinafter
called "SELLER," and
of

day of
, hereinafter called "BUYER," WITNESSETH:

That in consideration of the price and subject to all the terms, conditions and limitations set forth on this and the
reverse side hereof, which it is hereby mutually understood and expressly agreed are a part hereof, SELLER hereby sells
and agrees to deliver, and the BUYER hereby purchases and agrees to receive and pay for approximately

4 cloth sacks, barrels of "IMPERIAL" Portland cement, at a price of \$ per standard bbl. in

in carload lots, f. o. b. cars , to be used in the following described work, and

4 paper bags,
shipped between the date hereof and
, 191 .

DESCRIPTION OF WORK

This contract is intended to, and does, within the limitations hereof, cover the entire quantity of Portland cement which BUYER shall, during the time herein specified, furnish or use in the work above described.

The amount of Portland cement required for the said work is estimated by BUYER at barrels, but nothing herein contained shall obligate SELLER to furnish hereunder more than the quantity of "IMPERIAL," cement actually furnished by BUYER for, and used in, said work. Said cement is to be shipped as nearly as practicable to meet the necessities of the work; it being understood, however, that under no circumstances shall SELLER be obligated to ship hereon more than barrels during any one calendar month; or during any 30 day period; it being further provided, however, that BUYER shall in any event receive and pay for in accordance with price and terms hereof, all cement shipped hereunder.

BUYER shall have no right to assign this contract. The material covered by it is sold to BUYER upon the representation that it is purchased for use in the construction of work referred to. Use of the cement in any other work than that specified or disposition of it for any other purpose or resale of it for use in other than above described work shall give SELLER the option to terminate this contract and to refuse to deliver any more cement under it.

This contract shall be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto, but shall not be assigned by BUYER without written consent of SELLER.

ENTERED INTO and signed, subject to official written approval of an Executive Officer of SELLER at its General Office, Imperial, U. S. A., the day and year first above written.

Approved....., 191 .

IMPERIAL PORTLAND CEMENT COMPANY,

Seller.

By..... By.....

at Imperial, U. S. A.

IMPERIAL PORTLAND CEMENT CO.
IMPERIAL, U. S. A.

and

Date

Contract No.

191

Other Terms, Conditions and Limitations Governing This Contract

BUYER, when ordering cement to be shipped hereon, shall refer to this contract by its number and date, and the BUYER shall, on or about the first day of each month, if requested by and on form furnished by SELLER, correctly inform the SELLER of the amount of "IMPERIAL" CEMENT delivered or used by him on the work described during the preceding month or months since date hereof.

The terms of payment shall be as follows, viz.: 30 days net, or, if invoice is PAID IN FULL within 10 days from date of shipment, 5 cents per barrel discount will be allowed, payments to be made in cash or equivalent at SELLER'S Office, Imperial, U. S. A. Freight charges per tariff applying, from Imperial, U. S. A., to point of delivery specified, shall be paid by BUYER for account of SELLER, and the original paid freight bills sent to SELLER promptly for proper comparison.

If at any time the financial responsibility of buyer becomes impaired or unsatisfactory to SELLER it reserves the right to require payments in advance or satisfactory security or guarantee that invoices will be promptly paid when due. If BUYER fails to comply with terms of payment, SELLER reserves the right to cancel unfilled portion of any contract or order, BUYER remaining liable for all unpaid accounts.

The price herein provided includes the packages in which the cement shall be shipped.

SELLER will pay original purchaser 10 cents each for empty cloth cement sacks purchased hereunder bearing its brand, on their receipt in serviceable condition at SELLER'S mill, if returned within 90 days after their purchase, freight prepaid, subject to SELLER'S inspection and count. SELLER will not purchase sacks bearing brands other than its own, or sacks that have been wet or otherwise made useless.

SELLER'S invoice quantities shall be the basis for settlement, and BUYER shall not hold SELLER responsible for shortage of, or damage to, either cement or packages occurring in transit. Railroad company's bills of lading at the point of shipment shall be conclusive as to quantity and good condition of cement and packages when loaded on cars at SELLER'S mill. All railroad demurrage, car service, and terminal charges imposed at destination shall be settled for, and borne by, BUYER.

The price specified on the reverse side hereof is a firm price and not subject to change or alteration except as may be herein otherwise expressly stipulated, any agreement, oral or otherwise, with the salesman or any other person to the contrary notwithstanding; it being further understood and agreed that all conditions of the sale are herein wholly set out.

SELLER reserves the right to determine and direct the route by which shipments hereunder shall be forwarded.

BUYER shall give SELLER shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond SELLER'S control, and SELLER will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, SELLER reserves the right to pro rate its shipment of cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder SELLER may have accepted and may from time to time accept, other orders and contracts so as to have a market for its entire estimated output of cement under normal conditions; therefore in the event SELLER shall at any time, because of any such contingency, be unable to deliver to all its customers the entire quantity of cement required and called for by all of its contracts then in force, the total of SELLER'S production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly and there shall be no liability on SELLER'S part for the reduction so made.

The IMPERIAL portland cement to be shipped hereunder is when shipped to conform in every respect to Standard Specifications for portland cement adopted September 1, 1916, by the American Society for Testing Materials, but seller cannot be responsible for improper use of cement, therefore will not guarantee finished work.

Buyer waives any provisions of said specifications which may be interpreted as involving the setting aside of cement in sealed bins for test before shipment, unless such an arrangement is expressly agreed to in contract when executed, in which event an additional charge will be made, and stated in the contract, for the facilities supplied.

Time is the essence of this contract.

Contract Form for Dealer's Use

MEMORANDUM OF SALE made this.....day of....., 191...., by

....., of.....

(Seller), to....., of.....

(Buyer), WITNESSETH:

FOR AND IN CONSIDERATION of the price named, and subject to the terms, conditions and limitations on this and the reverse side hereof, SELLER hereby sells and agrees to furnish and deliver, and BUYER hereby agrees to receive and pay for, "IMPERIAL" Portland cement for use in the work described, to be shipped between date hereof and....., 191....

PRICE: \$.....per standard barrel, in.....sacks, delivered.....

TERMS:

DESCRIPTION OF WORK:

QUANTITY: This contract is intended to, and does within the limitations hereof, cover the entire quantity of Portland cement, which BUYER shall, during the time herein specified, use in the work above described, estimated at.....barrels, but SELLER is not obligated to furnish hereunder more than the actual quantity of "IMPERIAL" cement actually used during said period in said work.

DELIVERIES: The cement is to be delivered as nearly as practicable to meet the necessities of the work, BUYER to give SELLER reasonable notice of time deliveries are desired, but SELLER shall not be obligated to furnish hereon more than.....barrels during any thirty-day period.

SACKS: The price named includes the sacks in which the cement is to be shipped. CLOTH SACKS of "IMPERIAL" Brand delivered hereunder will be repurchased, subject to SELLER'S inspection and count, at 10c each if returned promptly in serviceable condition at.....

Sacks that have been wet or are otherwise worthless will not be repurchased.

This contract shall be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto, but shall not be assigned by BUYER without written consent of SELLER. The material covered by it is sold to the buyer upon the representation that it is purchased for use in the construction of work referred to. Use of the cement in any other work than that specified or disposition of it for any other purpose or resale of it for use in other than above described work shall give the SELLER the option to terminate this contract and to refuse to deliver any more cement under it.

ENTERED INTO and signed the day and year first above written.

At..... Seller.

Buyer.

Other Terms, Conditions and Limitations Governing This Contract

If at any time the financial responsibility of buyer becomes impaired or unsatisfactory to seller, it reserves the right to require payments in advance or satisfactory security or guarantee that invoices will be promptly paid when due. If buyer fails to comply with terms of payment, seller reserves the right to cancel unfilled portion of any contract or order, buyer remaining liable for all unpaid accounts.

Sacks must be paid for at same time as cement.

The Seller has a contract with Imperial Portland Cement Company, Imperial, U. S. A. (Shipper), for the cement to be furnished and delivered hereon, and Buyer agrees that this contract is subject to contingencies of manufacturing and shipping and other causes beyond control of Seller or Shipper, and that should any contingency at any time arise whereby Shipper's production or shipments are curtailed or delayed, the right is reserved by both Shipper and Seller to prorate the shipments and deliveries of cement to all buyers of record at such time; that in addition to this contract, Shipper and Seller may have accepted, and may from time to time accept, other orders and contracts within their ability under normal conditions to supply same, therefore in the event either Shipper or Seller at any time be unable to deliver to all customers the entire quantity of cement called for by all contracts then in force, the total of Shipper's output then available shall be applied pro rata on all orders or contracts according to their requirements respectively, and the amount deliverable on each may be reduced accordingly, and there shall be no liability on the part of Shipper or Seller for the reduction so made.

When deliveries hereunder are in carloads, f. o. b. cars railroad company's tracks, Shipper's invoice quantities shall be the basis for settlement, and Buyer shall not hold Seller responsible for shortage of or damage to, either cement or packages occurring in transit. Railroad company's bills of lading at the point of shipment shall be conclusive as to quantity and good condition of cement and packages when loaded on cars at shipper's mill. All railroad demurrage, car service, and terminal charges imposed at destination shall be settled for, and borne by, Buyer.

The price specified on the reverse side hereof is a firm price, and not subject to change or alteration except as may be herein otherwise expressly stipulated, any agreement, oral or otherwise, with the salesman or any other person to the contrary notwithstanding; it being further understood and agreed that all conditions of the sale are herein wholly set out.

Seller reserves the right to determine and direct the route by which shipments hereunder shall be forwarded.

IMPERIAL portland cement to be furnished hereunder is when shipped to conform in every respect to Standard Specifications for portland cement adopted September 1, 1916, by the American Society for Testing Materials, but Shipper or Seller cannot be responsible for improper use of cement, therefore will not guarantee finished work.

Buyer waives any provisions of said specifications which may be interpreted as involving the setting aside of cement in sealed bins for test before shipment, unless such an arrangement is expressly agreed to in contract when executed, in which event an additional charge will be made, and stated in the contract, for the facilities supplied.

Time is the essence of this contract.

....., 191....

**Imperial Portland Cement Company,
Imperial, U. S. A.**

Gentlemen :

DELIVERIES—SPECIFIC WORK—SALES CONTRACT NO.

Description of Work:

In accordance with the requirements of the above described contract, this is to inform you that the following is a correct statement of the quantities of "IMPERIAL" Portland cement we have used, or delivered for use, exclusively in the above described work during the periods stated:

During the month of....., 191.... barrels.

Total Quantity prior to....., 191.... barrels.

Respectfully,

.....

Order No. Date 191

IMPERIAL PORTLAND CEMENT CO.
IMPERIAL, U. S. A.

PLEASE SHIP TO

At

Located on Industry }
 Team } Tracks

No. of Barrels	KIND	Price Per Bbl.
.....	"IMPERIAL" Portland Cement (Cloth)	.....
.....	"IMPERIAL" Portland Cement (Paper)	.....
.....	"IMPERIAL" Portland Cement (Wood)	.....

Time of Shipment

Remarks:

Conditions of Sale: This order is not binding upon the Imperial Portland Cement Company until accepted from its Home Office in writing by an Officer of the Company, and is subject to all the conditions of sale and shipment on reverse side hereof.

Salesman

Purchaser

CONDITIONS OF SALE AND SHIPMENT

1. TERMS: 30 days net; 5 cents per barrel discount for payment in full including sacks, within 10 days from date of invoice. Original paid freight bills to be sent to us promptly for comparison.
 2. The Imperial Portland Cement Company shall be under no obligation to make shipment hereon in the event of any payment becoming past due.
 3. Orders are subject to approved credit and if at any time purchaser's credit be or become, in our opinion impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due. Sacks must be paid for at same time as cement.
 4. If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.
 5. We reserve the right to prescribe the route by which shipments shall be forwarded.
 6. Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.
 7. Bills are payable in funds current in Imperial, U. S. A., and all exchange or collection charges must be paid by purchaser. Bills not paid when due, per invoices, will be subject to sight draft without notice.
 8. Demurrage or other car service charges which railroad companies may impose for detention of cars, shall be borne and settled for by purchaser.
 9. We will pay original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our Mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase or sell bearing brands other than our own, or sacks that have been wet or are otherwise useless.
 10. When making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage to shipments in transit. Our responsibility ceases when shipments are delivered to railroad company on cars at our Plant. Railroad company's bills of lading shall be conclusive as to quantity and good condition of cement and packages when loaded on cars.
 11. The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder we may have accepted, and shall from time to time accept, other orders and contracts so as to have a market for our estimated output of cement under normal conditions; therefore, in the event we shall at any time because of any such contingency be unable to deliver to all our customers the entire quantity of cement required and called for by all of our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract shall be reduced accordingly, and there shall be no liability on our part for the reduction so made.
 12. It is mutually understood and agreed that the price at which the order on the reverse side hereof is accepted by the Imperial Portland Cement Company is a firm price and is not subject to change or alteration except as may be herein otherwise expressly stipulated, any agreement, oral or otherwise, to the contrary being void. This price shall be binding on the purchaser, it being further understood and agreed that all conditions of the sale are herein and in the acceptance hereof, wholly set out, and each and every of said conditions form a part of the order and are agreed to and accepted as such by purchaser.
 13. This order contemplates delivery and use of material ordered at destination shown and in the work described, if any, and if diverted or used elsewhere purchaser hereby agrees to pay Imperial Portland Cement Company for cement so diverted, at its price current at point of ultimate destination, and in the event of such diversion without its consent the Imperial Portland Cement Company shall be under no obligation to make shipments hereon.
 14. This order, if for cement to be used in specific work requiring deliveries beyond fifteen days from date, is subject to execution of our regular form Specific Work Sales Contract.
 15. IMPERIAL, portland cement to be furnished hereunder is when shipped to conform in every respect to Standard Specifications for portland cement adopted September 1, 1916, by the American Society for Testing Materials, but we cannot be responsible for improper use of cement, therefore we will not guarantee finished work.
- Purchaser waives any provisions of said specifications which may be interpreted as involving the setting aside of cement in sealed bins for test before shipment, unless such an arrangement is expressly agreed to in contract when executed, in which event an additional charge will be made, and stated in the contract, for the facilities supplied.

IMPERIAL PORTLAND CEMENT COMPANY.

TRADE PRACTICES IN THE CEMENT INDUSTRY

A compilation of the essential features of reports of
the Trade Practices Committee, September, 1915,
and May, 1916, intended to eliminate unfair
methods of competition and improper and
illegal discrimination, and to maintain
the quality of, and standardize
the specifications for,
Portland cement

"Concrete for Permanence"

Published by

PORTLAND CEMENT ASSOCIATION

111 West Washington Street

CHICAGO

ATLANTA
DALLAS
INDIANAPOLIS
KANSAS CITY

1916

NEW YORK
PARKERSBURG
PITTSBURG
SAN FRANCISCO

CONTENTS

	Page
Bin Test, Charge for.....	16
Blanket Contracts	10
Cement Products Manufacturers.....	14
Charge for Bin Test.....	16
Charge for Testing by Commercial Laboratory.....	16
Commissions	5
Consumer, Definition of.....	4
Differential Between and Dealer.....	4
Contract, Blanket	10
For Dealer's Use.....	9
For Specific Work.....	13
Credit	17
Dealer, Commissions to	5
Contract for Use by.....	9
Definition of	4
Differential Between and Consumer.....	4
Quotations to for Delivery Outside Home Town.....	9
Quotations to for Warehouse Stocks.....	13
Reports by of Deliveries on Contracts.....	10
Delivery Dates, Extension of.....	11
Differential Between Dealer and Consumer.....	4
Discount	4
Extension of Delivery Dates.....	11
Forms (Inserts at back of booklet)	
No. 1. Quotation to Dealer for Warehouse Stock	
No. 2. Quotation to Line Yards	
No. 3. Quotations for Specific Work	
No. 4. Contract for Specific Work	
No. 5. Contract for Dealer's Use	
No. 6. Report of Deliveries by Dealer	
No. 7. Order Blank for Salesmen	
Industrial Plants	14
Introduction	3
Manufacturers of Products.....	14
Order Blank for Salesmen.....	11
Personnel of Trade Practices Committee.....	18
Price Changes, "Tipping" of	15
Products Manufacturers	14
Quotations to Dealer for Delivery Outside Home Town.....	9
to Dealer for Warehouse Stock.....	13
for Specific Work.....	12
Railroads	14
Reports by Dealers of Deliveries on Contracts.....	10
Sacks	17
Salesmen's Order Blanks.....	11
Specifications	16
Specific Work, Contract for.....	13
Definition of	12
Quotation for	12
Test, Bin, Charge for.....	16
By Commercial Laboratory, Charge for.....	16
Tipping of Price Changes.....	15
Trade Practices Committee, Personnel of.....	18

INTRODUCTION

At a meeting of the Portland Cement Association, held at Atlantic City in September, 1915, a committee of the Association made a report on trade conditions affecting the cement industry. At a meeting of the Association at Chicago in May, 1916, a committee made a further report on the same general subject. Both committees studied very carefully the trade practices which prevailed more or less generally in the business. Their reports embody their conclusions and recommendations and were adopted by the Association. This pamphlet is a compilation of the essential features of the two reports.

In the opinion of the committees the practices which they recommend are based upon sound business principles. Their recommendations are offered as ideal for the industry, and ought to be followed so generally as to become customs of the business. It was believed that the practices recommended would tend to eliminate unfair methods of competition and improper discriminations in price, and would at the same time maintain the quality of the product and stimulate the interest of the dealer to extend the sale and use of cement for all suitable purposes, and generally prove advantageous to all concerned.

What follows in this pamphlet makes very evident the evils of the past and the reasons supporting each recommendation of the committees. Doubtless every manufacturer will desire to avail himself of the suggestions. Of course, no member of the Association is in any way obligated by the reports, or because of the adoption of the reports by the Association, to follow the recommendations. It is not at all a matter of mutual agreement, but solely a question as to whether the recommendations appeal to each member of the Association severally as the best thing for him and all concerned.

Every member is urged to give very careful consideration to this pamphlet, because the subject is of the greatest importance, and because the recommendations of the committees embody the best judgment of those who have had wide experience and have very carefully inquired as to what business customs will best put the industry on a high plane and give the greatest benefit to the producer, the dealer and the consumer.

1. DEFINITION OF DEALER

A dealer is a person, firm or corporation *regularly engaged in selling Portland cement and other merchandise*, especially building materials, purchased by him for resale; who is also properly equipped with storage facilities; supplied with teams or trucks; and is recognized in his home town as a building material dealer.

2. CONSUMERS

There are only two classes of buyers of cement—dealers and consumers. *The consumer price should be paid by all consumers* including manufacturers of concrete blocks, cast stone, concrete drain and roofing tile, concrete sinks and laundry tubs, concrete shingles and all other concrete products.

3. DEALER DIFFERENTIAL

In order to secure the active and energetic assistance of the dealer in pushing the use of cement in competition with other materials, it is necessary that the business be so handled that the dealer will get a margin of profit which is satisfactory to him and that will compensate him for his work. Unless this is done he will lose interest in cement and discourage its use in favor of other materials.

Recognizing these facts most cement manufacturers have for some time made a differential in price between dealers and consumers, first of five cents per barrel and later of ten cents per barrel, although in some sections of the country some manufacturers are still using the five cent differential.

It is clearly to the cement manufacturers' interest to use their very best efforts to induce dealers to handle their cement business in such a way as to net them a fair margin of profit. One of the surest ways to accomplish this is to help dealers to inform themselves on the cost of doing business, a result of which will be *to discourage them from selling cement for carload delivery on a smaller margin than ten cents per barrel.*

4. FIVE CENTS PER BARREL DISCOUNT

In the latter part of 1915 the cash discount for payment within ten days from date of invoice was increased by practically all cement companies from two cents to five cents per barrel. This discount is closely related to the dealer differential, and for the reasons stated under preceding heading *it is desirable that the five-cent discount be continued.*

It is important in carrying out the provisions for the five-cent discount that no cement be quoted on or sold or payment accepted therefor except including packages; that each invoice be dated the date shipment is made as shown on bill of lading for the shipment covered by it, and *that discount be not allowed in any circumstances unless remittances*

are mailed, as shown by postmark, not later than ten days from date of invoice.

It has been suggested that on the face of all invoices the following be stamped or printed:

\$	discount will be allowed if this invoice is
paid on or before	191

(Total amount of discount in dollars and cents and blank date to be filled in—blank date to be ten days from date of invoice.)

5. COMMISSIONS

The practice of paying to dealers a commission on sales made direct to consumers has been followed by some manufacturers on the theory that, as a dealer handles a certain brand in his locality he is entitled to compensation on sales made to others because his representation has popularized that particular brand.

The correctness of this theory can be successfully attacked from several angles, the principal of which is that the dealer is entitled to compensation only for actual service rendered in each instance. His profits as a merchant are earned only for such service as he actually performs on each barrel sold, as, for example, on cement handled through his warehouse or through his accounts when he assumes the credit risk and thus performs a service.

The ten-cent differential should make it possible for the dealer to sell at a profit all the cement he sells in his town, but if a consumer refuses to buy through a dealer and prefers to purchase direct from a manufacturer, the dealer renders no actual service and clearly is not entitled to compensation when he performs no actual service.

For these reasons and also because the payment of commissions is of questionable legality under the Clayton Act except when the dealer actually perform a service, *commissions should never be paid to dealers under any circumstances.*

Legal opinion has been secured on this point, and in order to make the matter clear questions are stated below, and following them the answers thereto:

"A" is a certain cement company's dealer in a town.

"B" is another dealer in the same town.

"C" is a contractor or other user of cement located or doing work in the same town.

Question 1: May the cement company sell to "A" and "B" (dealers) at one price and to "C" (contractor) at a higher price? If so, when is it proper and when is it not proper for the cement company to allow to "A" or "B" or both a commission on sale made to "C"?

Answer: You may sell to a contractor who is a consumer at a higher price than to a dealer. A difference in price to wholesalers,

jobbers, and consumers tends to equalize the disadvantages which the same price would create, and therefore tends to stimulate competition. A commission should not be allowed to "A" or "B", the dealers, for a sale made by you to "C" except in those rare instances where you may be able definitely to assure yourself that "A" or "B" has rendered you a service or has been the procuring agent in bringing the business to you. If it can consistently be done, we recommend that no commission be paid except upon an agreement so to do in advance for a specific service rendered, as the payment of commission so-called, unless there is a very substantial ground for the allowance, will be considered as evidence against you that you had an exclusive contract with the dealer as to territory, and that the so-called commission is in fact but an allowance to him for business which you sold within the territory which belongs to him. Although you do not under any circumstances agree that a dealer shall have an exclusive territory, nevertheless we must bear in mind that the ultimate determination of a court and jury as to whether such an agreement was in fact made by you will not alone be determined by what you say is the agreement, but your conduct will have greater weight than your mere words, as the substance and result, rather than the form, will be made conclusive.

Question 2: May the cement company decline to quote "C" and refer him to "A", at the same time advising "A" that "C" is in the market for cement?

Answer: You have the right to decline to quote "C" and refer him to "A", at the same time advising "A", the dealer, that "C", the consumer, is in the market for cement. You have the right to refuse to sell to a consumer, as you have the right to choose to sell only to dealers. There is no objection, upon your refusing to sell to a consumer, to advise him that dealer "A" sells a certain brand at ———, and that you assume the dealer has a sufficient stock to handle "C's" requirements, and there is no objection to your advising dealer "A" that "C" is apparently in the market for a certain brand, as he has written to you for prices, in reply to which you have informed him that dealer "A" sells that brand in that locality.

Question 3: On receipt of an inquiry from "C" may the cement company, after consulting with "A", quote "C" on behalf of "A"?

Answer: You should not quote "C" on behalf of dealer "A". This is clear and strong evidence of an unlawful mutual agreement for exclusive territory for "A".

This answer was discussed further with counsel with the result that the opinion was revised to the extent that the cement company may, on receipt of inquiry from a contractor, consult with the dealer and after getting a price from the dealer advise the contractor that it (the cement company) has been authorized by the dealer to quote the contractor.

It is preferable not to use the wording: "We quote you on behalf of the ABC Building Material Company as follows", but rather to use the wording, "We are authorized by the ABC Building Material Co. to quote you as follows."

It was pointed out to counsel that in many cases it is very desirable to quote a contractor after consulting with the dealer, especial emphasis being made of the point that in such cases the contractor generally is a customer of the cement company with headquarters in a town different from the town in which he wishes to use the cement and for that reason is acquainted with the cement company and is not acquainted with the dealer, so that it would be inconvenient for the cement company to find it necessary to tell the contractor that it could not quote him and ask him to get in touch with the dealer. Counsel advised that there is no objection to the cement company securing authority from the dealer to quote the contractor in such a case, but that it is not desirable to follow this course when the contractor and dealer are located in the same town, but preferably where they are in the same town to refer the contractor to the dealer without quoting. Counsel further advised, however, that even in the latter case if in some exceptional instances it is found especially desirable to deal with the contractor after consulting with the dealer it is allowable to do so.

Question 4: May the cement company sell to "A" in his town and refuse to quote "B" when he asks for a price and if the cement company desires refer him to "A"?

Answer: You may sell to "A", a dealer, and refuse to quote "B", a dealer in the same town, and if you so desire you may refer him to "A". You should at all times be extremely careful not to convey at any time, either by conduct or spoken or written words, the impression that the dealer has an exclusive territory or a right in any way to consider himself as the only man in the town to whom you would sell cement. You do not agree to give exclusive territory, and you should be very careful that no inference arises that you have so agreed. We suggest the following form of reply:

"We have your letter of _____ date asking for quotations on _____ cement. In reply have to advise that we do not care at this time to quote, but you are probably aware that _____ is sold in _____ by _____, a dealer who should have in stock enough to supply your requirements, and we suggest that you communicate with him."

In the event you receive a subsequent letter inquiring why you do not wish to quote, the letter generally should be ignored, but if special instances present themselves where you deem it desirable to make a further reply explaining your reason, we suggest the following:

"Your letter of _____ date with inclosures was received today. The commercial experience of this company has convinced us that in

many cases our best policy is to market ———— Portland cement through one dealer in a community. This enables that dealer to push the sale of our product with an energy which we might not otherwise secure. We do not require any dealer to agree in any way that he will not deal in the product of our competitors, but we do demand, and all that we demand is, that dealers who receive the benefit of our policy of marketing our cement through them shall show the energy which we expect in pushing our product and shall not discriminate against it. We are advised by counsel that this sales plan does not violate the Clayton Act or any other statute, and is not contrary to any public policy expressed in the laws of this country. (Strike out the preceding sentence except when inquiry refers to claimed violation of law.)

“We at no time have had any exclusive agencies or contracts with our customers restricting our right to sell where, when or to whom we might desire. We have always held ourselves free, and we have the right to select the customers with whom we desire to do business, and will continue this policy of freely selecting our customers as we may deem best for furthering the sale of our products. And so, while we may have sold ———— Company in the past, we may tomorrow offer to sell to you or any other dealer in your town, as may to us seem best for our commercial interests and the selling of as much of our product as is possible, for it is needless to suggest that that policy commends itself to us which will result in our selling as much of our product as we can.

“I thank you for calling my attention to the case in question, and I am quite sure that in view of the foregoing explanation you will appreciate our reason for preferring at this time to not sell ———— cement to you in ————.”

Question 5: May the cement company sell to “B” at a higher price than is charged “A”? If so, when is it proper and when is it not proper to allow commission to “A” on sale made to “B”?

Answer: You should not sell to “B” at a higher price than you sell to “A”, except where the difference in price is based on the grade, quality or quantity of the commodity sold, or the difference in the cost of selling or transportation, or made in good faith to meet competition. You should not allow a commission to “A” on a sale made by you to “B”, except for services actually rendered in consummating the sale made to “B”. In this connection note our recommendations in answer to Question 1.

Question 6: May the cement company sell to “A” and “B” at the same price and allow to “A” a commission on sale made to “B”?

Answer: You should sell to “A” and “B” at the same price except where conditions noted in answer to Question 5 are present, and you should not allow a commission to “A” on a sale made to “B” except where conditions exist as found in answer to Questions 5 and 1.

6. QUOTATIONS TO DEALERS FOR DELIVERY AT TOWNS OTHER THAN THEIR HOME TOWN

In many cases quotations have been made to dealers in towns other than their home towns, where they are not regularly engaged in business as building material dealers. By reason of this condition and having no investment in such towns, such dealers frequently sell cement for delivery f. o. b. cars at such towns at a margin of profit smaller than the margin recognized and observed by building material dealers regularly engaged in business in those towns. This deprives the latter dealer of business to which he is justly entitled and causes demoralization and dissatisfaction. *Therefore, a dealer should be quoted the consumer price on cement for shipment to any town other than his home town*, except that it is proper to quote the dealer price to such a dealer on cement for delivery in towns adjacent to his home town in which there are no dealers.

7. CONTRACT FORM FOR DEALERS' USE

Great demoralization results from the ability of dealers to place orders with manufacturers for large amounts for deferred delivery upon the representation that the cement is for specific work which the dealer has sold, all or part of which has in reality not been sold by dealer for such work. In such a case the cement is later sold by dealer from time to time when the market has advanced at a price lower than warranted by the manufacturers' current prices to such dealer and lower than other dealers in the same town can sell at, based on manufacturers' prices to them for current requirements. This results in demoralization to the detriment of all manufacturers concerned in the market affected—the manufacturer who has such an unspecific work contract delivering cement at prices below prevailing market prices, and the manufacturers who are trying to sell through other dealers being unable to secure business because of the disadvantage under which such dealers are placed in competition with the dealer who is being supplied by the other manufacturer at price below prevailing market.

Urging dealers to place orders for extended delivery for specific work, and permitting such dealers, at their option, to take more or less cement on such orders than actual quantity used in the work, *has been one of the most objectionable devices and practices known, and has done more than any other one thing to bring about demoralization*. This practice is closely akin to "guaranteeing prices against decline", and no good or wise merchant ever resorts to such practices. If a contract is made it should be a fair one and its terms observed by both parties.

No specific work contract should be made that is not bona fide, and such a contract should cover the quantity of cement used in the particular job described—no more, no less; and any change in the market during the period of the contract should not affect the price named

in the contract. All specific work contracts with dealers should be in written contract form, and dealers should be required to report monthly their deliveries thereon. These suggestions, if consistently followed, will prevent padding of contracts and the loss and demoralization resulting therefrom.

If all manufacturers insist that every specific work contract with a dealer have attached thereto an executed copy of contract between the dealer and his customer for that particular work, it will largely eliminate the abuses recited.

For these reasons the attached form of dealer contract should be adopted and its use by dealers insisted upon and executed copy of the dealer contract be attached to the manufacturer's specific work contract with that dealer in every case. The manufacturer, of course, when he has any reasonable doubt of the existence of the specific work mentioned, should make a thorough investigation to disclose the fact or establish with certainty that the quantity in the dealer contract is correct. (See Form No. 5.)

8. REPORTS BY DEALERS OF DELIVERIES ON SPECIFIC WORK CONTRACT

To secure full benefit from dealer contracts described in the preceding section, *dealers should be required to make monthly reports of deliveries on specific work contracts in order that the misuse of cement by dealers may be eliminated and the demoralization which usually results may be prevented.* A form for this purpose is appended.

Comparison should be made regularly each month between the amount reported by dealer as delivered on contract and the amount actually shipped to dealer on contract. When the amount actually shipped is greater than that reported, and if the market price at time of shipment is higher than the contract price, the dealer should be invoiced on the 15th of each month at the difference in price for all excess deliveries in preceding month. (See Form No. 6.)

9. BLANKET CONTRACTS

A blanket contract is a contract covering unknown and uncertain requirements of dealers or contractors or consumers, for delivery beyond 15 days, representing a future possibility and not an actuality.

The making of blanket contracts with dealers or contractors either for flat amounts or for requirements during a stated period of time is unnecessary and unbusinesslike. Such contracts are an obligation of an indefinite and uncertain character on the cement company, and result in demoralization and abuse. When made with a dealer, if the market advances above contract price, they result in demoralization. In case the market declines below contract price, the dealer refuses to take the

cement for the reason that he cannot resell it in competition with dealers buying at market price then prevailing.

When made with a contractor, if the market advances the contractor has an advantage over his competitors in bidding on work to which he is not rightfully entitled. In case the market declines the reverse is true. He is at a disadvantage in figuring his bid in competition with other contractors whose bids are based on the prevailing market price. Usually he figures his bid on the prevailing market price and refuses to take deliveries on the contract for such work as he secures.

The practice of making blanket contracts cannot be too strongly condemned.

10. SALESMEN'S ORDER BLANKS

All sales made by salesmen should be covered by the signed order of the customer, a copy being retained by customer. This will prevent disputes and prevent the customer from claiming later that the salesman agreed to prices, terms, conditions, etc., not in accordance with custom. The attached form, which provides that the order is not binding on the cement company until accepted by its home office, should be adopted and its use insisted upon. (See Form No. 7.)

11. QUOTATIONS FOR IMMEDIATE ACCEPTANCE, FIFTEEN DAY SHIPMENT, ONE CAR ONLY

All quotations represent potential but indefinite and uncertain obligations of the cement company, and it is obviously desirable and proper to limit these obligations as much as practicable. Under the plan of sending broadcast, at every price change, thousands of unasked quotations, the potential obligations of each company, provided they are for acceptance within five, ten or thirty days or until cancelled, or for thirty-day shipment or for amounts greater than one car each, reach very high figures.

In the event of general advances in price, which, under strong buying demand, car shortage or similar conditions, may occur at frequent intervals, these potential obligations to sell become real obligations to deliver unduly heavy tonnages at prices lower than the price warranted by commercial conditions. Thus the cement company is effectively prevented from taking advantage of the advanced price, and is compelled to accept business at prices lower than the changed conditions justify.

It is obvious, therefore, that in order to keep the situation more nearly in the control of the cement company, *all trade quotations should be for immediate acceptance, 15 day shipment, and for not more than one car-load each.* (See Form No. 1.)

12. EXTENSION OF DELIVERY DATES

The practice, after customers have placed orders for delivery within 15 days, of later permitting cancellation of these orders or extensions in

shipping date originally agreed upon is in reality giving an option to the buyer which causes disturbance to cement company's operating and shipping plans which is an uncertain and indefinite obligation on the cement company.

It is obvious, therefore, that *strict insistence by manufacturers should be made on the following condition of sale:*

"Orders entered for shipment on a specific date will at our option be shipped on that date unless sooner ordered out by purchaser."

13. DEALERS SPECIFYING BRANDS IN MAKING PROPOSALS

It has been found that dealers, in bidding on inquiries for cement, particularly inquiries from municipalities, often do not state brand upon which they are bidding and later, in case they are awarded the business, not being obliged to supply any particular brand, try to auction the business off to manufacturers other than the one on whose price they based their proposal when bidding.

This practice obviously is undesirable from a manufacturer's standpoint and manufacturers are urged when quoting to dealers price to use in bidding on such inquiries, *to require dealers to state in their bid the name of the brand on which they are bidding.*

14. DEFINITION OF SPECIFIC WORK

Specific work is a definable piece of construction work requiring a carload or more of cement for delivery over a specified period of time beyond 15 days.

15. QUOTATIONS FOR SPECIFIC WORK

It is obvious, from the manufacturer's standpoint, that the period for acceptance of a quotation should be as short as possible without inflicting a hardship or undue inconvenience on purchasers of cement. The longer the acceptance period the greater are the manufacturer's potential obligations and such obligations, particularly in an active market, may be undesirable. Certainly it is to the manufacturer's interest to control as nearly as possible at all times the volume of business he may be called upon to take in a given period at a stated price.

The cost of cement entering into a given piece of work should correspond as nearly as possible to the price prevailing at time bids for the work are submitted. In bringing about this condition, however, quotations should not be held open for an unnecessarily long period for the reason stated. This means, then, that quotations should be made only a reasonable time before and held open only a reasonable time after bids are submitted.

Quotations on specific work are made to two general classes of prospective purchasers:

1. Those who are in position to buy immediately.
 - a. Dealer buying for resale to a contractor who has contract for specific work, or for resale to an owner.
 - b. Contractor who has contract for specific work.
 - c. Owner (including railroads, industrial plants, etc.).
2. Those who are not in position to buy immediately.
 - a. Dealer buying for resale to contractor figuring contract for specific work.
 - b. Contractor figuring contract for specific work.

Quotations to prospective purchasers of Class 1 may be dismissed in a few words. When a concern or individual needs cement, as soon as the need is known there is no reason why purchase should be delayed. Since a contractor to whom a contract has been awarded occupies the same position as a dealer buying for warehouse stock or an owner in that he can buy immediately, quotations for specific work made to those included in Class 1 should be for acceptance within not more than five days.

Quotations to prospective purchasers of Class 2, namely, those who are not in position to buy at time quotation is made (this class is made up largely of contractors figuring specific work) present a different condition. Such quotations are usually on cement for use in specific work contract for which has not been awarded and should be for acceptance within not more than 15 days.

It is important that quotations on specific work be made only when a full and accurate description of the work is furnished by the concern or individual asking for quotation.

Quotations should be for acceptance *within not more than five days when prospective purchaser is in position to buy immediately.*

Quotations should be for acceptance *within not more than 15 days when prospective purchaser is not in position to buy immediately.* (See Form No. 3.)

16. SPECIFIC WORK SALES CONTRACT

A specific work sales contract is a contract covering the cement required for specific work (see definition of Specific Work on page 12).

It is clear that a specific work sales contract should be executed only when the person or concern desiring to buy has been awarded contract for such work, or in case the owner is the buyer such specific work sales contract should be executed only when it has been definitely decided that the work in question is to be done immediately or within a reasonably short time.

Specific work sales contract should accurately describe the work as to location, character, name of owner, contractor or other party doing the work.

It is important in specific work sales contracts (as it is in quotations and other documents used in the industry), that they be definite and exact as to their provisions. (See Form No. 4.)

17. QUANTITY AND DELIVERY PERIOD OF SALES TO CEMENT PRODUCTS PLANTS, INDUSTRIAL PLANTS, RAILROADS, ETC.

Railroads, industrial plants and manufacturers of cement products including concrete blocks, cast stone, concrete drain and roofing tile, concrete sinks and laundry tubs, concrete shingles, etc., have been in the habit of buying their requirements for season delivery, or their requirements with a maximum and minimum limit for season delivery, or flat amounts for season delivery, or flat amounts with leeway for season delivery.

As to concrete products plants, the claim has been made that the nature of their business is such that they distribute price lists covering their products and manufacture them for stock and later sale, and in view of this that they should be sold their requirements for the season.

This condition is largely theoretical. In reality if such concerns are sold for delivery within 15 days or for deferred delivery when the sale is for specific work only, they will be able to change their prices from time to time to accord with changes in the cement market without any considerable inconvenience and with no injury. To sell such concerns season requirements or large quantities for deferred delivery, is likely to result in such concerns, in the event of price advance, retailing the cement at prices with which legitimate dealers paying the market price are unable to compete, thus putting such dealers out of the market and destroying such channels of trade. It would have the further effect of improperly preventing manufacturers from taking advantage of such price advances.

In view of these conditions *concrete products plants, including manufacturers of the items listed above, should not be sold blanket requirements for season delivery or large amounts for deferred delivery, but sales to this class of customers should be on either of the following bases:*

1. For delivery within 15 days from date of order, or
2. Requirements of specific work which is known to exist, with a maximum amount limitation.

In the case of *railroads, electric lines, industrial plants, etc., there is no real necessity in most instances for such concerns to buy their requirements for the season and they should be sold only on the following bases:*

1. Delivery within 15 days from date of order, or
2. Flat amounts, with a leeway of ten per cent over or under, or
3. Requirements of specific work which is known to exist, with a maximum amount limitation.

18. GIVING ADVANCE NOTICE OF PRICE CHANGES

The practice of giving notice of a price advance is unbusinesslike and cannot be too strongly condemned. The theory of advance in price is that conditions do not justify the sale of cement at the former price. The practice of giving notice of an advance in price is opposed to this theory in that the practice results in large quantities of cement being bought at prices lower than conditions justify. The argument has been advanced in favor of the practice that dealers should be protected at the time of a change in price to the extent of being enabled to fill their warehouses before the advance takes effect. This argument lacks strength in that it would tend to cause dealers to defer their purchases even when they need cement for the reason that they would know they would receive notice of an advance and in the meantime be enabled to take advantage of a decline in price, should one occur. Clearly this would have the effect of influencing the dealer not to keep his stocks at a level to meet demand and in addition would foster speculation, a practice which it is generally agreed in the cement industry is not a desirable one.

In the few cases where the practice of giving a five-day notice of price advance has been indulged in the extent of it was supposed to be confined to a single carload and to dealers only, but, in fact, it was usually not so restricted in either respect. Quantities of business placed at the old price usually were unlimited and during the five-day interval quotations were made indiscriminately, some of them covering specific work for as much as a 30-day acceptance.

A further objection to the practice as it has worked out under trial is that a contractor who has a contract covering a given piece of work has no incentive to buy until he actually must have cement. This is true for the reason stated in reference to dealers—that is, that contractor knows he will receive notice of an advance in price and by waiting for such a notice, knows that he will be enabled to take advantage of a decline in price should one occur.

Therefore, when quotations are issued covering a change in price *the change should be made effective on the date quotations are written, and in no case should the practice of what has become known in the industry as "price tipping" be indulged in.*

19. GUARANTEEING SALES AGAINST DECLINE IN PRICE

The practice of a cement company in guaranteeing customers against decline in price is inherently unfair and unbusinesslike. Beside the paying or allowing of rebates or special concessions in any form, directly or indirectly, to any person, firm, corporation, dealer, lineyard company, or its agents or employees, is unfair competition and illegal discrimination.

Quotations and sales should be made in accordance with the methods described in this pamphlet and *in no case should the cement company guarantee its customer against a decline in price.*

20. SPECIFICATIONS

The specifications under which practically all cement is marketed in this country are, of course, recognized as standard and it is clearly to the interest of all cement companies to discourage freak and unreasonable specifications.

No cement should be sold or quoted on subject to specifications other than those of the United States Government or of the American Society for Testing Materials.

The company wishing to make sale should, of course, use its influence to have the specifications made regular and in addition when prospective purchaser insists on other than standard specifications, a report of the occurrence should be made to the Association with the request that it try to prevail upon the prospective purchaser to adopt standard specifications.

21. CHARGE FOR BIN TEST

When it is demanded that cement be set aside in sealed bins and tested for the exclusive use of a single customer or group of customers, mill operation and shipping procedure are limited and restricted, with consequent inconvenience, lessened efficiency and increased costs, by reason of greater investment required in storage facilities and to carry additional stock of cement.

The cost of this additional service varies as among companies and differs according to time of year, condition of stocks and length of time the cement is held. While the exact cost is difficult to determine it varies from three cents to ten cents per barrel and it is clear that *this cost, in no instance lower than three cents per barrel, should be borne by the purchaser of cement.*

This charge is for service and storage facilities only and is not to be confused with the charge for actual testing referred to in next succeeding section.

22. COMMERCIAL LABORATORY TESTING CHARGE

As all quotations and sales are subject to Standard Specifications, the cement company guarantees the cement to conform thereto. If the purchaser, or some other interested party, desires to assure himself that such condition is fulfilled by the cement company, and employs a commercial laboratory or tester to make tests to determine the fact, the cost of such service should not be borne by the cement company.

It is generally realized that *under no circumstances should cement manufacturers bear commercial laboratory charges for testing cement or pay these charges for the buyer's account.*

23. SACKS

It should be thoroughly understood, and the position firmly maintained that:

All packages are provided solely for the cement user and are sold to and paid for by him on the same terms as the cement. They are delivered to transportation company in a serviceable condition, filled with cement, and any loss due to damage en route should be assumed by the transportation company.

Any loss due to damage while in possession of the dealer should be assumed by him.

Any loss due to damage while in possession of user should be assumed by him.

Cloth sacks will be repurchased by the cement company from original purchaser only when in serviceable condition, or when a reasonable amount of repairing will put them in serviceable condition for further use as cement containers.

The theory sometimes advanced that the cement container is a free package, that the cement company lends the cloth sack to the user, or by any process assumes any loss due to wear and tear, except that occurring while in the cement company's hands, is unsound and inconsistent, and the practice of maintaining this attitude is condemned.

In view of these facts *it should be made the rule that only such cloth sacks as are serviceable and can be used again, be repurchased*, and that no returned cloth sacks be repurchased unless they are in serviceable condition as cement containers or can be made so by a reasonable amount of repairing.

In all cases the cement company's count and inspection should be final and the cost of returning empty cloth sacks to the cement company's mill should be borne by purchaser.

24. CREDIT

The free interchange of credit information among cement companies is desirable in the interest of reducing losses, eliminating the practice of cement companies acting in the capacity of bankers, and concentrating the handling of cement in the hands of competent and responsible dealers.

Bureaus for the collection and distribution of credit information have been established in some sections of the country and it is desirable that similar bureaus be organized in other sections.

PERSONNEL OF TRADE PRACTICES COMMITTEE

R. H. Hughes, Chairman (Crescent)
J. P. Beck, Secretary (Association)
Ernest R. Ackerman (Lawrence)
W. N. Beach (Pennsylvania)
Adam L. Beck (Oklahoma)
John W. Boardman, Jr. (Huron)
A. F. Coats (Washington)
F. M. Coogan (Alpha)
L. A. Cover (Security)
W. H. Ford (Canada)
A. Y. Gowen (Lehigh)
R. E. Griffith (Giant)
W. H. Harding (Whitehall)
Richard Hardy (Dixie)
W. M. Hatch (Peerless)
R. B. Henderson (Pacific)
S. M. McCurdy (Southwestern States)
J. U. C. McDaniel (Chicago)
D. H. McFarland (Atlas)
Clark M. Moore (Colorado)
Albert Moyer (Vulcanite)
F. R. Muhs (Santa Cruz)
Blaine S. Smith (Universal)
L. T. Sunderland (Ash Grove)

QUOTATION TO DEALERS FOR WAREHOUSE STOCK

IMPERIAL PORTLAND CEMENT COMPANY

IMPERIAL, U. S. A.

We quote for immediate acceptance, subject to change without notice, shipment within fifteen (15) days from date of order, acceptance of order in writing by this Company, and to terms, conditions and limitations on the reverse side hereof, in carloads, f. o. b. station named:

IMPERIAL, Portland Cement	in 4 cloth sacks at	per standard bbl.
	" 4 paper bags at	" "

Unless otherwise agreed, this quotation is limited to one carload of cement and applies only on shipments billed to and unloaded at point of delivery specified.

This quotation is based upon today's market and is applicable to immediate orders only.

Prices for specific work requiring deliveries beyond 15 days will be quoted upon application accompanied by full information and description of the work.

Yours respectfully,

IMPERIAL PORTLAND CEMENT COMPANY.

Terms, Conditions and Limitations

PAYMENT: 30 days net; 5 cents per barrel discount for PAYMENT IN FULL within 10 days from date of invoice. Payments to be made in cash or equivalent at our Office, Imperial, U. S. A. Original paid freight bills to be sent us promptly for comparison.

Sacks must be paid for at same time as cement.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfulfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or become, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to railroad company on cars at our mill. Railroad company's bills of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

We will pay to original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand, on that receipt in serviceable condition at our mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of cement.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder, we may have accepted, and shall from time to time accept, other orders and contracts so as to have a market for our estimated output of cement under normal conditions; therefore, in the event we shall at any time, because of any such contingency, be unable to deliver to all our customers the entire quantity of cement required and called for by all of our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly, and there shall be no liability on our part for the reduction so made.

"IMPERIAL" Portland Cement to be furnished hereunder is when shipped to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of cement, therefore we will not guarantee finished work.

IMPERIAL PORTLAND CEMENT COMPANY.

QUOTATION TO LINEYARD**IMPERIAL PORTLAND CEMENT COMPANY**

IMPERIAL, U. S. A.

We quote for immediate acceptance, subject to change without notice, shipment within fifteen (15) days from date of order, acceptance of order in writing by this Company, and to terms, conditions and limitations on the reverse side hereof, "IMPERIAL" Portland Cement for your yards, in carloads f. o. b. stations named, at the following prices per standard barrel, viz.:

F. O. B.	IN CLOTH SACKS	IN PAPER BAGS
_____	_____	_____

Unless otherwise agreed, this quotation is limited to one carload of cement for each or any station named and applies only on shipments billed to and unloaded at point of delivery specified, respectively.

This quotation is based upon today's market and is applicable to immediate orders only.

Prices for specific work requiring deliveries beyond 15 days will be quoted upon application accompanied by full information and description of the work.

Yours respectfully,

IMPERIAL PORTLAND CEMENT COMPANY.

Terms, Conditions and Limitations

PAYMENT: 30 days net; 5 cents per barrel discount for PAYMENT IN FULL within 10 days from date of invoice. Payments to be made in cash or equivalent at our Office, Imperial, U. S. A. Original paid freight bills to be sent us promptly for comparison.

Sacks must be paid for at same time as cement.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfulfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or become, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to railroad company on cars at our mill. Railroad company's bills of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

We will pay to original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of cement.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to provide our shipments of cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder, we may have accepted, and shall from time to time accept, other orders and contracts so as to have a market for our estimated output of cement under normal conditions; therefore, in the event we shall at any time, because of any such contingency, be unable to deliver to all our customers the entire quantity of cement required and called for by all of our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly, and there shall be no liability on our part for the reduction so made.

"IMPERIAL" Portland Cement to be furnished hereunder is when shipped to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of cement, therefore we will not guarantee finished work.

IMPERIAL PORTLAND CEMENT COMPANY.

SPECIAL QUOTATION FOR SPECIFIC WORK

IMPERIAL PORTLAND CEMENT COMPANY

IMPERIAL, U. S. A.

We quote you, subject to all the terms, conditions and limitations on both sides hereof, on "IMPERIAL" PORTLAND CEMENT for work herein described; and for shipment according to contract requirements, between date hereof and 191 , not to exceed, however, bbls. in any one month:

IMPERIAL Portland Cement in	4 Cloth Sacks at	per Standard Bbl.
	4 Paper Bags at	" " "

in carloads, f. o. b. cars

This price includes the sacks in which the cement is to be shipped.

This quotation is intended to cover the entire and actual quantity (estimated at barrels) of Portland cement which buyer shall be required to, and in fact shall, furnish or use in the following described work.

DESCRIPTION OF WORK

*This quotation is subject to the execution of a written contract between you and your customer in conformity herewith on our regular form furnished for dealers' use, the original or a duplicate thereof to be filed with us.

†This quotation is for acceptance within 5 days from this date and is further subject to the execution of our regular form Specific Work Sales Contract.

Yours respectfully,

IMPERIAL PORTLAND CEMENT COMPANY.

*This paragraph should be used only when contract is with a dealer for resale to a consumer. It should be omitted when contract is with the consumer direct.

†Quotations should be for acceptance within five days when prospective purchaser is in position to buy immediately and within fifteen days when prospective purchaser is not in position to buy immediately. For explanation see page No. 12 subject No. 15: Quotations for Specific Work.

Terms, Conditions and Limitations

PAYMENT: 30 days net; 5 cents per barrel discount for PAYMENT IN FULL within 10 days from date of invoice. Payment to be made in cash or equivalent at our Office, Imperial, U. S. A. Original paid freight bills to be sent us promptly for comparison.

Sacks must be paid for at same time as cement.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfulfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

If at any time purchaser's financial responsibility be or become, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to railroad company on cars at our mill. Railroad company's bills of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

We will pay to original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own or sacks that have been wet or are otherwise useless.

Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of cement.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder, we may have accepted, and shall from time to time accept, other orders and contracts so as to have a market for our estimated output of cement under normal conditions; therefore, in the event we shall at any time, because of any such contingency, be unable to deliver to all our customers the entire quantity of cement required and called for by all of our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly, and there shall be no liability on our part for the reduction so made.

"IMPERIAL" Portland cement to be furnished hereunder is when shipped to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of cement, therefore we will not guarantee finished work.

IMPERIAL PORTLAND CEMENT COMPANY.

IMPERIAL PORTLAND CEMENT COMPANY
Imperial, U. S. A.

Specific Work—Sales Contract, No. _____

THIS AGREEMENT, and a duplicate hereof, made this _____ day of _____, 191____, by and between IMPERIAL PORTLAND CEMENT COMPANY (a corporation), of Imperial, U. S. A., herein-
after called "SELLER," and _____, hereinafter called "BUYER," WITNESSETH:

That in consideration of the price and subject to all the terms, conditions and limitations set forth on this and the reverse side hereof, which it is hereby mutually understood and expressly agreed are a part hereof, SELLER hereby sells and agrees to deliver, and the BUYER hereby purchases and agrees to receive and pay for approximately _____ per standard bbl. in barrels of "IMPERIAL" Portland cement, at a price of \$ _____

4 cloth sacks, _____, to be used in the following described work, and _____ in carload lots, f. o. b. cars

4 paper bags, _____, 191____
shipped between the date hereof and _____

DESCRIPTION OF WORK

This contract is intended to, and does, within the limitations hereof, cover the entire quantity of Portland cement which BUYER shall, during the time herein specified, furnish or use in the work above described.

The amount of Portland cement required for the said work is estimated by BUYER at _____ barrels, but nothing herein contained shall obligate SELLER to furnish hereunder more than the quantity of "IMPERIAL" cement actually furnished by BUYER for, and used in, said work. Said cement is to be shipped as nearly as practicable to meet the necessities of the work; it being understood, however, that under no circumstances shall SELLER be obligated to ship hereon more than _____ barrels during any one calendar month; or during any 30 day period; it being further provided, however, that BUYER shall in any event receive and pay for in accordance with price and terms hereof, all cement shipped hereunder.

BUYER shall have no right to assign this contract. The material covered by it is sold to BUYER upon the representation that it is purchased for use in the construction of work referred to. Use of the cement in any other work than that specified or disposition of it for any other purpose or resale of it for use in other than above described work shall give SELLER the option to terminate this contract and to refuse to deliver any more cement under it.

This contract shall be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto, but shall not be assigned by BUYER without written consent of SELLER.

ENTERED INTO and signed, subject to official written approval of an Executive Officer of SELLER at its General Office, Imperial, U. S. A., the day and year first above written.

Approved....., 191____
IMPERIAL PORTLAND CEMENT COMPANY,
Seller.

By.....
By.....

at Imperial, U. S. A.

IMPERIAL PORTLAND CEMENT CO.
IMPERIAL, U. S. A.

and

Date

191

Contract No.

Other terms, Conditions and Limitations Governing this Contract

BUYER, when ordering cement to be shipped hereon, shall refer to this contract by its number and date, and the BUYER shall, on or about the first day of each month, if requested by and on forms furnished by SELLER, correctly inform the SELLER of the amount of "IMPERIAL" CEMENT delivered or used by him on the work described during the preceding month or months since date hereof.

The terms of payment shall be as follows, viz.: 30 days net, or, if invoice is PAID IN FULL, within 10 days from date of shipment, 5 cents per barrel discount will be allowed, payments to be made in cash or equivalent at SELLER'S Office, Imperial, U. S. A. Freight charges per tariff applying, from Imperial, U. S. A., to point of delivery specified, shall be paid by BUYER for account of SELLER, and the original paid freight bills sent to SELLER promptly for proper comparison.

If at any time the financial responsibility of buyer becomes impaired or unsatisfactory to SELLER it reserves the right to require payments in advance or satisfactory security or guarantee that invoices will be promptly paid when due. If BUYER fails to comply with terms of payment, SELLER reserves the right to cancel unfilled portion of any contract or order, BUYER remaining liable for all unpaid accounts.

The price herein provided includes the packages in which the cement shall be shipped.

SELLER will pay original purchaser 10 cents each for empty cloth cement sacks purchased hereunder bearing its brand, on their receipt in serviceable condition at SELLER'S mill, if returned within 90 days after their purchase, freight prepaid, subject to SELLER'S inspection and count. SELLER will not purchase sacks bearing brands other than its own, or sacks that have been wet or otherwise made useless.

SELLER'S invoice quantities shall be the basis for settlement, and BUYER shall not hold SELLER responsible for shortage of, or damage to, either cement or packages occurring in transit. Railroad company's bills of lading at the point of shipment shall be conclusive as to quantity and good condition of cement and packages when loaded on cars at SELLER'S mill. All railroad demurrage, car service, and terminal charges imposed at destination shall be settled for, and borne by, BUYER.

The price specified on the reverse side hereof is a firm price and not subject to change or alteration except as may be herein otherwise expressly stipulated, any agreement, oral or otherwise, with the salesman or any other person to the contrary notwithstanding; it being further understood and agreed that all conditions of the sale are herein wholly set out.

SELLER reserves the right to determine and direct the route by which shipments hereunder shall be forwarded.

BUYER shall give SELLER shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond SELLER'S control, and SELLER will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, SELLER reserves the right to prorate its shipment of cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder SELLER may have accepted and may from time to time accept, other orders and contracts so as to have a market for its entire estimated output of cement under normal conditions; therefore in the event SELLER shall at any time, because of any such contingency, be unable to deliver to all its customers the entire quantity of cement required and called for by all of its contracts then in force, the total of SELLER'S production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly and there shall be no liability on SELLER'S part for the reduction so made.

The "IMPERIAL" Portland cement to be shipped hereunder is, when shipped, to conform in every respect to Specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but SELLER cannot be responsible for improper use of cement, therefore will not guarantee finished work.

Time is the essence of this contract.

Contract Form for Dealer's Use

MEMORANDUM OF SALE made this.....day of....., 191..., by

....., of.....

(Seller) to....., of.....

(Buyer), WITNESSETH:

FOR AND IN CONSIDERATION of the price named, and subject to the terms, conditions and limitations on this and the reverse side hereof, SELLER hereby sells and agrees to furnish and deliver, and BUYER hereby agrees to receive and pay for, "IMPERIAL" Portland cement for use in the work described, to be shipped between date hereof and....., 191...

PRICE: \$.....per standard barrel, in.....sacks, delivered.....

TERMS:

DESCRIPTION OF WORK:

QUANTITY: This contract is intended to, and does within the limitations hereof, cover the entire quantity of Portland cement, which BUYER shall, during the time herein specified, use in the work above described, estimated atbarrels, but SELLER is not obligated to furnish hereunder more than the actual quantity of "IMPERIAL" cement actually used during said period in said work.

DELIVERIES: The cement is to be delivered as nearly as practicable to meet the necessities of the work, BUYER to give SELLER reasonable notice of time deliveries are desired, but SELLER shall not be obligated to furnish hereon more than.....barrels during any thirty-day period.

SACKS: The price named includes the sacks in which the cement is to be shipped. CLOTH SACKS of "IMPERIAL" Brand delivered hereunder will be repurchased, subject to SELLER'S inspection and count, at 10¢ each if returned promptly in serviceable condition at.....

Sacks that have been wet or are otherwise worthless will not be repurchased.

This contract shall be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto, but shall not be assigned by BUYER without written consent of SELLER. The material covered by it is sold to the buyer upon the representation that it is purchased for use in the construction of work referred to. Use of the cement in any other work than that specified or disposition of it for any other purpose or resale of it for use in other than above described work shall give the SELLER the option to terminate this contract and to refuse to deliver any more cement under it.

ENTERED INTO and signed the day and year first above written.

At..... Seller.

..... Buyer.

Other Terms, Conditions and Limitations Governing this Contract

If at any time the financial responsibility of buyer becomes impaired or unsatisfactory to seller, it reserves the right to require payments in advance or satisfactory security or guarantee that invoices will be promptly paid when due. If buyer fails to comply with terms of payment, seller reserves the right to cancel unfulfilled portion of any contract or order, buyer remaining liable for all unpaid accounts.

Sacks must be paid for at same time as cement.

The Seller has a contract with Imperial Portland Cement Company, Imperial, U. S. A. (Shipper), for the cement to be furnished and delivered hereon, and Buyer agrees that this contract is subject to contingencies of manufacturing and shipping and other causes beyond control of Seller or Shipper, and that should any contingency at any time arise whereby Shipper's production or shipments are curtailed or delayed, the right is reserved by both Shipper and Seller to prorate the shipments and deliveries of cement to all buyers of record at such time; that in addition to this contract, Shipper and Seller may have accepted, and may from time to time accept, other orders and contracts within their ability under normal conditions to supply same, therefore in the event either Shipper or Seller at any time be unable to deliver to all customers the entire quantity of cement called for by all contracts then in force, the total of Shipper's output then available shall be applied pro rata on all orders or contracts according to their requirements respectively, and the amount deliverable on each may be reduced accordingly, and there shall be no liability on the part of Shipper or Seller for the reduction so made.

When deliveries hereunder are in carloads, f. o. b. cars railroad company's tracks, Shipper's invoice quantities shall be the basis for settlement, and Buyer shall not hold Seller responsible for shortage of or damage to, either cement or packages occurring in transit. Railroad company's bills of lading at the point of shipment shall be conclusive as to quantity and good condition of cement and packages when loaded on cars at shipper's mill. All railroad demurrage, car service, and terminal charges imposed at destination shall be settled for, and borne by, Buyer.

The price specified on the reverse side hereof is a firm price, and not subject to change or alteration except as may be herein otherwise expressly stipulated, any agreement, oral or otherwise, with the salesman or any other person to the contrary notwithstanding; it being further understood and agreed that all conditions of the sale are herein wholly set out.

Seller reserves the right to determine and direct the route by which shipments hereunder shall be forwarded.

'IMPERIAL' Portland cement to be furnished hereunder is when shipped to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by American Society of Civil Engineers, but Shipper or Seller cannot be responsible for improper use of cement, therefore will not guarantee finished work.

Time is the essence of this contract.

....., 191...

**Imperial Portland Cement Company,
Imperial, U. S. A.**

Gentlemen:

DELIVERIES—SPECIFIC WORK—SALES CONTRACT NO.

Description of Work:

In accordance with the requirements of the above described contract, this is to inform you that the following is a correct statement of the quantities of "IMPERIAL" Portland cement we have used, or delivered for use, exclusively in the above described work during the periods stated:

During the month of....., 191..barrels.

Total Quantity prior to....., 191..barrels.

Respectfully,

.....

Order No. Date 191

IMPERIAL PORTLAND CEMENT CO. **IMPERIAL, U. S. A.**

PLEASE SHIP TO

At
 Located on
 Industry { Team } Tracks

No. of Barrels	KIND	Price Per Bbl.	F.O.B.
.....	"IMPERIAL" Portland Cement (Cloth)	.....	.....
.....	"IMPERIAL" Portland Cement (Paper)	.....	.....
.....	"IMPERIAL" Portland Cement (Wood)	.....	.....

Time of Shipment

Remarks:

Conditions of Sale: This order is not binding upon the Imperial Portland Cement Company until accepted from its Home Office in writing by an Officer of the Company, and is subject to all the conditions of sale and shipment on reverse side hereof.

..... Salesman.

..... Purchaser.

CONDITIONS OF SALE AND SHIPMENT

1. TERMS: 30 days net; 5 cents per barrel discount for payment in full, including sacks, within 10 days from date of invoice. Original paid freight bills to be sent to us promptly for comparison.

2. The Imperial Portland Cement Company shall be under no obligation to make shipment hereon in the event of any payment becoming past due.

3. Orders are subject to approved credit and if at any time purchaser's credit be or become, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due. Sacks must be paid for at same time as cement.

4. If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

5. We reserve the right to prescribe the route by which shipments shall be forwarded.

6. Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

7. Bills are payable in funds current in Imperial, U. S. A., and all exchange or collection charges must be paid by purchaser. Bills not paid when due, per invoices, will be subject to sight draft without notice.

8. Demurrage or other car service charges which railroad companies may impose for detention of cars, shall be borne and settled for by purchaser.

9. We will pay original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our Mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

10. When making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to railroad company on cars at our Plant. Railroad company's bills of lading shall be conclusive as to quantity and good condition of cement and packages when loaded on cars.

11. The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any shipment be delayed, we reserve the right to divert such shipments to our mill or to other purchasers, or to reserve the right to prorate our shipments of cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder we may have accepted, and shall from time to time accept, other orders and contracts so as to have a market for our estimated output of cement under normal conditions; therefore, in the event we shall at any time because of any such contingency be unable to deliver to all our customers the entire quantity of cement required and called for by all of our contracts then in force, the total of our production then available shall be applied pro rata on all of our contracts in the order in which they were received, and the amount deliverable on each contract may be reduced accordingly, and there shall be no liability on our part for the reduction so made.

12. It is mutually understood and agreed that the price at which the order on the reverse side hereof is accepted by the Imperial Portland Cement Company is a firm price and not subject to change or alteration except as may be herein otherwise expressly stipulated, any agreement, oral or otherwise, with the salesman or any other person to the contrary notwithstanding, it being further understood and agreed that all conditions of the sale are herein and in the acceptance hereof, wholly set out, and each and every of said conditions form a part of the order and are agreed to and accepted as such by purchaser.

13. This order contemplates delivery and use of material ordered at destination shown and in the work described, if any, and if diverted or used elsewhere purchaser hereby agrees to pay Imperial Portland Cement Company for cement so diverted, at its price current at point of ultimate destination, and in the event of such diversion without its consent the Imperial Portland Cement Company shall be under no obligation to make shipment hereon.

14. This order, if for cement to be used in specific work requiring delivering beyond fifteen days from date, is subject to execution of our regular form Specific Work Sales Contract.

15. "IMPERIAL" Portland cement to be furnished hereunder is when shipped to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of cement, therefore we will not guarantee finished work.

IMPERIAL PORTLAND CEMENT COMPANY.

Portland Cement Association
111 West Washington Street
Chicago

(REFERRING TO FORM NO. 3 "TRADE PRACTICES IN THE CEMENT INDUSTRY")

*This quotation is subject to the execution of a written contract between you and your customer in conformity herewith on our regular form furnished for dealers' use, the original or a duplicate thereof to be filed with us.

†This quotation is for acceptance within 5 days from this date and is subject to the execution of our regular form Specific Work Sales Contract.

Yours respectfully,

IMPERIAL PORTLAND CEMENT COMPANY.

*This paragraph should be used only when contract is with a dealer for resale to a consumer; it should be omitted when contract is with the consumer direct.

†Quotations should be for acceptance within 5 days when prospective purchaser is in position to buy immediately. When prospective purchaser is not in position to buy immediately, following paragraph should be substituted:

This quotation is for acceptance within 15 days from this date and is subject to the execution of our regular form Specific Work Sales Contract at the time this quotation is accepted.

Report of the Committee on Trade Conditions

Brul

Concrete for Permanence

Published by
Association of American Portland Cement Manufacturers
Bellevue Court Building, Philadelphia
1915

Report of the Committee on Trade Conditions

Seal

Concrete for Permanence

Published by
Association of American Portland Cement Manufacturers
Bellevue Court Building, Philadelphia
1915

INDEX

	Page
Introduction	1
Scope of the Work.....	2
Forms	2
Quotations for Immediate Acceptance, Fifteen-day Shipment, One Car Only....	3
Five Cents per Barrel Discount.....	3
Cement Company not Responsible for Loss or Damage en Route.....	4
Extension of Delivery Dates.....	5
Specifications	5
Special Quotations for Specific Work.....	6
Specific Work Sales Contract.....	7
Blanket Contracts	7
Contract Form for Dealers' Use.....	8
Reports by Dealers of Deliveries on Specific Work Contract.....	9
Salesmen's Order Blanks.....	9
Additional Charge for Bin Test.....	10
Commercial Laboratory Testing Charge.....	10
Sacks	11
Quotations to Dealers for Delivery at Towns other than their Home Town.....	11
Definition of Dealer.....	12
Dealer Differential	12
Commissions	13
Credit	16
Incorporating So-called "Waterproofing Compounds" at Manufacturer's Mill...	16
Giving Advance Notice of Price Changes and Guaranteeing Price Against Decline	16
Personnel of Committee on Trade Conditions.....	17

TO EXECUTIVE COMMITTEE OF THE ASSOCIATION OF AMERICAN PORTLAND CEMENT MANUFACTURERS

INTRODUCTION

The report of the Sub-committee of the Committee on Trade Conditions was presented to the entire Committee on September 13th, to the Executive Committee on September 14th, and to the Association on September 15th and 16th. Each paragraph was thoroughly discussed and with several changes was passed by the members present. The report in its present form contains all changes approved by the members.

The report has been referred to counsel and has received their approval.

Since the May meeting the Trade Conditions Committee has undertaken a careful investigation and study of conditions surrounding and affecting the sale and delivery of cement, in an effort to reach a conclusion as to what constitutes the best practice in each material and important particular, so as to be able to recommend definite practices which will most satisfactorily fit conditions, protect and serve the interests of the manufacturer, and at the same time operate in perfect fairness to the cement user and dealer.

The magnitude and importance of the cement industry demand that the sale and distribution of the product be conducted upon firm and definitely fixed principles, and that doubt and uncertainty be eliminated.

It appears that the importance of this attitude is being more fully appreciated by the cement manufacturers, and that the membership is desirous of a full and free discussion of the various subjects involved in order that the consensus of opinion may be ascertained and established as custom, and so recognized by all cement manufacturers.

Uniform observance of the best practices will promptly eliminate many abuses and irregularities now prevalent.

Meetings of the Committee were held in Chicago May 19 and September 3, and in Atlantic City September 13; and a subcommittee held meetings in Chicago July 19, August 13, and in Atlantic City September 13.

SCOPE OF THE WORK

The following subjects were given consideration and study:

1. Quotations for:
 - Immediate acceptance.
 - Fifteen-day shipment.
 - One car only.
2. Five cents per barrel discount.
3. Cement company not responsible for loss or damage en route.
4. Extension of delivery dates.
5. Specifications.
6. Special quotations for specific work.
7. Specific work sales contracts.
8. Blanket contracts.
9. Contract form for dealer's use.
10. Report by dealer of deliveries on specific work contracts.
11. Salesmen's order blanks.
12. Additional charge for bin test.
13. Commercial laboratory testing charge.
14. Sacks.
 - (a) Quotations, terms of sale and payment to include payment for package at the same time as for cement.
 - (b) Inspection—should the manufacturers or users ultimately stand loss on cloth sacks.
15. Quotations to dealers for delivery at towns other than their home town.
16. Definition of "Dealer."
17. Dealer differential.
18. Commissions to dealers.
19. Interchange of credit information.
20. Practice of incorporating so-called "waterproofing compounds" at manufacturer's mill.
21. Giving advance notice of price changes and guaranteeing price against decline.

FORMS

Forms covering the following are attached:

1. Trade quotations.
2. Lineyard quotations.
3. Quotations for specific work.
4. Specific work sales contracts.
5. Specific work sales contracts for dealer's use.
6. Deliveries on specific work.
7. Salesmen's order blank.

**1. QUOTATIONS FOR—
Immediate Acceptance
Fifteen-Day Shipment
One Car Only.**

In view of the desirability of having all manufacturers adopt, so far as practicable, the best business practices, and in order to bring before the Association in the most exact and intelligible way the Committee's ideas as to what these practices should be, the sample forms attached were prepared.

These forms embody the Committee's conclusions as to the best trade practices under all the circumstances after thorough and painstaking investigation and study.

Broadly speaking, the terms and conditions in all the forms are the same. They differ only in minor respects where necessary to meet different conditions.

Forms 1 and 2 cover regular trade quotations. It will be noticed that they are for immediate acceptance, fifteen-day shipment, and cover only one car.

The principal purpose of regular trade quotations is to inform the trade of market changes.

All quotations represent potential obligations of the cement company, and it is evidently desirable and advantageous to limit these obligations as much as practicable. Under the plan of sending broadcast, at every price change, thousands of unasked quotations, the potential obligations of each company, provided they are for acceptance within five, ten, or thirty days or until cancelled, or for thirty-day shipment or for amounts greater than one car each, reach very high figures.

In the event of general advances in price, which, under strong buying demand, car shortage, or similar conditions, may occur at frequent intervals, these potential obligations to sell become real obligations to deliver unduly heavy tonnages at prices lower than the price warranted by commercial conditions. Thus the cement company is effectively prevented from taking advantage of the advanced price, and is compelled to accept business at prices unnecessarily low.

Adoption of the limitations mentioned places the situation more nearly in the control of the cement company.

CONCLUSION

Therefore, the Committee recommends that all trade quotations be for immediate acceptance, fifteen-day shipment, and for not more than one car each.

2. FIVE CENTS PER BARREL DISCOUNT

Changing the cash discount rate from two cents per barrel to five cents per barrel has a number of advantages.

There is a persistent demand from dealers for a greater margin of profit in the handling of cement, and an increasing realization by manufacturers that to do so will enlist the dealer more actively and earnestly in pushing the sale of cement. While it is proposed to offer dealers and consumers alike the five-cent discount, it is thought that it will be taken advantage of more generally by dealers than by consumers; and as between dealers, those who would avail themselves of it to the greatest extent would be dealers who conduct their business on a substantial basis and insist on a fair margin of profit. In other words, it will be taken advantage of by the best and most capable merchants in the building material field, who are the ones doing the most in pushing the sale and increasing the use of Portland cement. Thus a premium would be placed on intelligent marketing of our product. In the operation of the present discount rate of two cents this tendency is noted. It is the opinion of the Committee that at five cents the condition would be more pronounced.

The Committee believes that, generally speaking, the dealer would, on only a small part of his business, pass on to his customers the five-cent per barrel discount.

The proposed advance in discount rate would also secure more prompt payments, reduce the amount of outstanding accounts, and consequently reduce losses on bad accounts.

CONCLUSION

Therefore, after careful consideration, the Committee recommends:

That the discount rate be changed from two to five cents for payment in full within ten days, and that all invoices have stamped or printed thereon:

\$ discount will be allowed if this invoice is paid

on or before 191 .

(Total amount of discount in dollars and cents and blank date to be filled in—blank date to be ten days from date of invoice.)

Also that no cement be quoted or sold or payments accepted for same except including packages.

Also that each invoice be dated the date shipment is made, as shown on bill of lading for the shipment covered by it.

Also that discount be not allowed under any circumstances unless remittances are mailed, as shown by postmark, not later than ten days from date of invoice.

3. CEMENT COMPANY NOT RESPONSIBLE FOR LOSS OR DAMAGE EN ROUTE

According to terms of sale the cement company delivers to the railroad a quantity of material of full weight and count and in good condition as

to cement and package. When so receipted for the railroad assumes full responsibility to deliver at destination without loss or damage. The custom of cement companies assuming responsibility is unnecessary and costly, and its discontinuance would reduce clerical work and decrease the cost of doing business. It would compel dealers and contractors to depend upon their own resources, force them to assume a responsibility which is properly theirs to adjust with the transportation company, and tend to make them better merchants and business-men.

CONCLUSION

Therefore, the Committee recommends that one of the terms of sale be that: "In making delivered prices we only guarantee cost at destination and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to the railroad company on cars at our mill. Railroad company's bills of lading shall be conclusive as to quantity and good condition of both cement and package when loaded on cars."

4. EXTENSION OF DELIVERY DATES

The practice of allowing customers to place orders for delivery within thirty days and later permitting cancellations or extensions in shipping date originally agreed to is in reality an option on the part of the buyer which causes disturbance to cement company's operating and shipping plans, and is an uncertain and indefinite obligation on the cement company.

CONCLUSION

Therefore, the Committee recommends the strict insistence by manufacturers on the following condition of sale:

"Orders entered for shipment on a specific date will at our option be shipped on that date unless sooner ordered out by purchaser."

5. SPECIFICATIONS

As the recognition of various specifications covering the manufacture and sale of Portland cement would be exceedingly inconvenient and confusing, it is clearly desirable to discourage freak and unreasonable specifications.

CONCLUSION

Therefore, the Committee recommends that no cement be sold or quoted subject to specifications other than Specifications of the United States Government or Standard Specifications of the American Society for Testing Materials.

6. SPECIAL QUOTATIONS FOR SPECIFIC WORK

The making of quotations for specific work as at present practised is uncertain and unbusinesslike, and results in great abuse and consequent demoralization. It is most desirable that such quotations be made according to definite and well-understood rules, and the Committee submits a form of specific work quotation.

The cost of cement entering into a given piece of work should correspond as nearly as possible to the price prevailing at the time bids for the work are submitted. In most cases there is no good reason for giving the contractor a price to figure a job more than ten days before bids are submitted. To do so results in no benefit, as the contractor passes the advantage along to the owner in case of market advance. It is also apparent that where one contractor is quoted an unduly long time before bidding (say more than ten days) and protected at that price, and other contractors who do not ask for prices until ten days or less prior to bidding are quoted on a higher price, in the event of an advance in the market meanwhile the contractor first mentioned is at an advantage over his competitors, which is unnecessary and unfair.

The Committee, therefore, recommends it be established as custom that, so far as practicable, specific work quotations be not made more than ten days before the date bids are to be received.

Also abuse and demoralization result from the practice of holding for acceptance, within unreasonably long periods of time, quotations for specific work. Such quotations are an obligation of an uncertain character on the cement company; and by reason of their existence the cement company is unable to benefit by market advances, with consequent substantial loss.

Adoption of the attached form will correct these abuses, place the control of the situation in the hands of the manufacturer, where it belongs, and will have the advantage of being definite and exact.

The form provides that, if quotation is accepted, it is subject to execution of regular form of specific work sales contract.

The form also provides that when quotation is to dealer, if accepted it is further subject to the execution of a written contract between such dealer and his customer on regular form, furnished by the cement company, the original or duplicate thereof to be filed with the cement Company. (Copy of this form is attached.)

Thirty days is a reasonable period within which the work is to be awarded. If the award is delayed beyond that time, there is no obligation on part of the cement company. The use of this form will cause its provisions to become established as custom; and contractors and others bidding on work will make their bids, so far as the cement is concerned, good for acceptance only until the expiration date of the quotation.

The form is self-explanatory, and aside from the conditions recited

above, its terms are the same as the specific work sales contract referred to elsewhere.

CONCLUSION

Therefore, the Committee recommends that the practice of making specific work quotations an unreasonably long time before bids are submitted and the protection of prices quoted for indefinite and unreasonably long periods of time after date made is unnecessary and unbusiness-like, and condemns it as bad practice.

The Committee also recommends that the methods suggested in this form be followed, and that the form be adopted and used.

7. SPECIFIC WORK SALES CONTRACT

Definition.—A "SPECIFIC CONTRACT" is a contract covering the cement required over a specific period beyond fifteen (15) days for a definable piece of construction work for which plans have been drawn, time of completion and quantities estimated, bids or proposals asked for, or contract let, or ready to be let. The minimum quantity to be covered by a "Specific Contract" should be one (1) earload.

It is important, in specific work sales contracts (as it is in quotations and other documents used in the industry), that they be definite and exact as to their provisions, and be used in a uniform manner by the cement companies.

The principal provisions of the attached form have been discussed elsewhere in this report. Those that have not been otherwise covered are summed up as follows:

The form provides that the quantity shall be fixed and stated as definitely as possible; that the contract covers the entire requirements of the work, but not in any event more than 110 per cent. of the amount estimated and stated in the contract; also that the delivery period be definitely fixed, and that shipment be made as required by progress of the work, but not more per month than a stated maximum. This tends to make the manufacturer's obligations on contracts definite, not only as to total, but as to monthly shipping requirements.

CONCLUSION

Therefore, the Committee recommends the adoption of the accompanying form, which embodies the Committee's ideas of the best practice.

8. BLANKET CONTRACTS

Definition.—A blanket contract is a contract covering unknown and uncertain requirements of dealers, contractors, or consumers, for delivery beyond fifteen (15) days, representing a future possibility and not an actuality, such as "Paving work," "Sewerage work," "State road work," etc.

The making of blanket contracts with dealers or contractors either for flat amounts or for requirements during a stated period of time is unnecessary and unbusinesslike. Such contracts are an obligation of an indefinite and uncertain character on the cement company, and result in demoralization and abuse.

When made with a dealer, if the market advances above contract price, they result in demoralization similar to that resulting from padded contracts recited in Paragraph 10, under the heading, "Contract Form for Dealer's Use." In case the market declines below contract price, the dealer refuses to take the cement for the reason that he cannot resell it in competition with dealers buying at market price then prevailing.

When made with a contractor, if the market advances, such contractor has an advantage over his competitors in bidding on work to which he is not rightfully entitled. In case the market declines, the reverse is true. He is at a disadvantage in figuring his bid in competition with other contractors whose bids are based on the prevailing market price. Usually he figures his bid on the prevailing market price and refuses to take deliveries on the contract for such work as he secures.

CONCLUSION

Therefore, the Committee condemns the blanket contract and advises against making it, except with the United States Government, with states, counties, and municipalities and with steam railroads.

9. CONTRACT FORM FOR DEALERS' USE

Great demoralization results from the ability of dealers to place orders with manufacturers for large amounts for deferred delivery upon the representation that the cement is for specific work which the dealer has sold, all or part of which has in reality not been sold by dealer for such work, and which is later sold by dealer from time to time when the market has advanced at lower prices than warranted by the manufacturers' prices to such dealer and lower than other dealers in the same town can sell at, based on manufacturers' prices to them for current requirements. This results in demoralization to the detriment of all manufacturers concerned in such a given market—the manufacturer who has such an unspecific work contract delivering cement at prices below prevailing market prices, and the manufacturers who are trying to sell through other dealers in the same market being unable to secure business because of the disadvantage under which such dealers are placed in connection with the dealer who is being supplied by the other manufacturer at price below prevailing market.

Urging dealers to place orders for extended delivery for specific work, and permitting such dealers, at their option, to take more or less cement

on such orders *than actual quantity used* in the work, has been one of the most objectionable devices and practices known, and has done more than any other one thing to bring about demoralization. This practice is a twin brother to "guaranteeing prices against decline," and no good or wise merchant ever resorts to such practices. If a contract is made it should be a fair one and observed by both parties.

No specific work contract should be made that is not bona fide, and such a contract should cover the exact quantity of cement used in the particular job described—no more, no less; and any change in the market during the period of the contract should not affect the price named in the contract. All specific work contracts with dealers should be written in contract form, and dealers should be required to report monthly their deliveries thereon. These suggestions, if consistently followed, will prevent stuffing of contracts and the loss and demoralization resulting therefrom.

If all manufacturers insist that every specific work contract with a dealer have attached thereto an executed copy of contract between the dealer and his customer for that particular work, it will largely eliminate the abuses recited above.

CONCLUSION

Therefore, the Committee recommends that the attached form of Dealer Contract be adopted, and its use by dealers insisted upon, and that an executed copy be attached to manufacturer's specific work contract with that dealer in every case.

The Committee further recommends that in all such cases the manufacturer also make, where he has any reasonable doubt of the existence of the specific work mentioned, a thorough investigation to disclose the fact and establish with certainty that the quantity of the contract is correct.

10. REPORTS BY DEALERS OF DELIVERIES ON SPECIFIC WORK CONTRACT

A signed monthly statement from the dealer, showing deliveries made by him the preceding month and the total deliveries, including the preceding month, on the specific work covered by contract, would act as a further protection against the abuses above outlined. A form for this purpose is appended.

CONCLUSION

And, the Committee recommends that it be adopted by all manufacturers and its use insisted upon in all cases.

11. SALESMEN'S ORDER BLANKS

All sales made by salesmen should be covered by the signed order of the customer, a copy of which is given to the customer. This will prevent disputes and prevent the customer from insisting later that the salesman

agreed to do certain things different from custom, since the form attached carries the following condition: "This order is not binding upon The Imperial Portland Cement Company until accepted by its home office in writing by an officer of the Company, and is subject to all the terms of sale and shipment on reverse side hereof.

"It is mutually understood and agreed that the price at which the order on the reverse side hereof is accepted by the Imperial Portland Cement Company is a firm price, and not subject to change or alterations, except as may be herein otherwise expressly stipulated, any agreement, oral or otherwise, with the salesman or any other person to the contrary notwithstanding; it being further understood and agreed that all conditions of the sale are herein, and in the acceptance hereof, wholly set out, and each and every one of said conditions form a part of the order and are agreed to and accepted as such by purchaser."

CONCLUSION

Therefore, the Committee recommends the adoption of the accompanying form and insistence on its use. It further recommends that it be established as custom that orders placed through salesmen must be signed by the customer.

12. ADDITIONAL CHARGE FOR BIN TEST

Where it is demanded that cement be set aside in sealed bins and tested for the exclusive use of a single customer or group of customers, mill operation and shipping procedure are limited and restricted, with consequent inconvenience, lessened efficiency, and increased costs, by reason of greater investment required in storage facilities and to carry additional stocks of cement.

CONCLUSION

Therefore, the Committee recommends that a charge shall be made for the facilities furnished and services rendered, and that this charge shall be commensurate with the actual cost thereof.

The Committee believes that the cost varies as among companies and differs according to time of year, condition of stocks, and length of time the cement is held. For these reasons the exact cost is difficult to ascertain, and the Committee up to this time has not been able to determine upon a definite figure. However, it is the Committee's opinion that the cost is in no case less than three cents per barrel, and that it varies from that to about ten cents per barrel.

13. COMMERCIAL LABORATORY TESTING CHARGE

As all quotations and sales are subject to Standard Specifications, the cement company guarantees the cement to conform thereto. If the pur-

chaser, or some other interested party, desires to assure himself that such condition is fulfilled by the cement company, and employs a commercial laboratory or tester to make tests to determine the fact, the cost of such service should not be borne by the cement company.

CONCLUSION

Therefore, the Committee recommends that the custom be established that under no circumstances shall manufacturers bear commercial laboratory charges for testing cement or pay them for the buyer's account.

14. SACKS

It should be thoroughly understood, and the position firmly maintained, that:

All packages are provided for the use of the cement user and are sold to and paid for by him on the same terms as the cement.

They are delivered to transportation company in a serviceable condition, filled with cement, and that any loss due to damage en route should be assumed by the transportation company.

Any loss due to damage while in possession of the dealer should be assumed by him.

Any loss due to damage while in possession of user should be assumed by him.

Cloth sacks will be repurchased by the cement company from original purchaser only when in serviceable condition, or when a reasonable amount of repairing will put them in serviceable condition for further use as cement containers.

The theory sometimes advanced that the cement container is a free package, that the cement company lends the cloth sack to the user, or by any process assumes any loss due to wear and tear, except that occurring while in the cement company's hands, is believed to be unsound and inconsistent, and the practice of maintaining this attitude is condemned.

CONCLUSION

Therefore, the Committee recommends that it be made the rule that only such cloth sacks as are serviceable and can be used again be repurchased, and that no returned cloth sacks be repurchased unless they are in serviceable condition as cement containers, or can be made so by a reasonable amount of repairing.

15. QUOTATIONS TO DEALERS FOR DELIVERY AT TOWNS OTHER THAN THEIR HOME TOWN

In many cases quotations are made to dealers in towns other than their home towns, where they are not regularly engaged in business as building

material dealers. By reason of this condition, and having no investment in such towns, such dealers frequently sell cement for delivery f. o. b. cars at such towns at a margin of profit smaller than the margin recognized and observed by building material dealers regularly engaged in business in those towns. This deprives the latter dealer of business to which he is justly entitled, and causes demoralization and dissatisfaction.

CONCLUSION

Therefore, the Committee recommends that no dealer be quoted for shipment to any town other than his home town except at consumer price, excepting only in towns adjacent to his home town in which there is no dealer.

16. DEFINITION OF DEALER

The Committee recommends that the following be adopted as the definition of a dealer: "A dealer is a merchant, firm, or corporation regularly engaged in selling Portland cement and other building materials purchased by him for resale only; who is also properly equipped with storage facilities; supplied with teams or trucks; and is recognized in his home town as a building-material dealer.

17. DEALER DIFFERENTIAL

For some time past the custom has been to make prices to consumers and contractors at least five cents per barrel higher than to dealers. There is an insistent demand by dealers that this differential be greater than five cents per barrel. Generally speaking, the five cents per barrel differential has given fair satisfaction. It is believed that the principle of making higher prices to consumers and contractors than are made to dealers is correct, and that there has been a material improvement in the situation in territories where this practice has been followed. It is, therefore, believed that the practice should be general in all territories, and that all companies follow the same practice. In order to get the active and energetic assistance of the dealer in pushing the use of cement in competition with other materials it is necessary that the business be so handled that the dealer will get a margin of profit which is satisfactory to him and which will compensate him for his work. Unless this is done he will lose interest in cement and discourage its use in favor of other materials.

CONCLUSION

Therefore, the Committee recommends that it be established as a custom in quoting contractors and consumers to add not less than five cents per barrel to the dealer's price, and that the manufacturers use their best efforts to induce dealers to handle their cement business in such a way as to net them a fair margin of profit.

18. COMMISSIONS

The practice of paying to dealers a commission of any amount on sales made direct to consumers has been followed on the theory that, as a dealer handles a certain brand in his locality, he is entitled to compensation on sales made to others because his representation has popularized that particular brand.

The correctness of this theory can be successfully attacked from a number of angles, and it is the opinion of the Committee that the dealer is entitled to compensation only for actual service rendered in each instance; that his profits as a merchant are earned only for such service as he actually performs on each barrel sold, as, for instance, on cement handled through his warehouse or through his books when he assumes the credit risk and thus performs a service.

It is also the opinion of the Committee that under the Clayton Act the payment of commissions is of questionable legality except when the dealer actually performs a service.

Legal opinion has been secured on this point, and in order to make the matter clear questions are stated below, and following them the answers thereto:

"A" is a certain cement company's dealer in a town.

"B" is another dealer in the same town.

"C" is a contractor or other user of cement located or doing work in the same town.

Question 1: May Cement Company sell to "A" and "B" (dealers) at one price and to "C" (contractor) at a higher price? If so, when is it proper and when is it not proper for Cement Company to allow to "A" or "B" or both a commission on sale made to "C"?

Answer 1: You may sell to a contractor who is a consumer at a higher price than to a dealer. A difference in price to wholesalers, jobbers, and consumers tends to equalize the disadvantages which the same price would create, and therefore tends to stimulate competition. A commission should not be allowed to "A" or "B", the dealers for a sale made by you to "C" except in those rare instances where you may be able definitely to assure yourself that "A" or "B" has rendered you a service or has been the procuring agent in bringing the business to you. If it can consistently be done, we recommend that no commission be paid except upon an agreement so to do in advance for a specific service rendered as the payment of commission so called unless there is a very substantial ground, for the allowance will be considered as evidence against you that you had an exclusive contract with the dealer as to territory, and that the so-called commission is in fact but an allowance to him for business which you sold within the territory which belongs to him. Although you do not

under any circumstances agree that a dealer shall have an exclusive territory, nevertheless we must bear in mind that the ultimate determination of a court and jury as to whether such an agreement was in fact made by you will not alone be determined by what you say is the agreement, but your conduct will have greater weight than your mere words, as the substance and result, rather than the form, will be conclusive.

Question 2: May Cement Company decline to quote "C" and refer him to "A", at the same time advising "A" that "C" is in the market for cement?

Answer 2: You have the right to decline to quote "C" and refer him to "A", at the same time advising "A", the dealer, that "C", the consumer, is in the market for cement. You have the right to refuse to sell to a consumer, as you have the right to choose to sell only to dealers. There is no objection upon your refusing to sell to a consumer, to advise him that dealer "A" sells a certain brand at —, and that you assume the dealer has a sufficient stock to handle "C's" requirements, and there is no objection to your advising dealer "A" that "C" is apparently in the market for a certain brand, as he has written to you for prices, in reply to which you have informed him that dealer "A" sells that brand in that locality.

Question 3: On receipt of any inquiry from "C" may Cement Company, after consulting with "A", quote "C" on behalf of "A"?

Answer 3: You should not quote "C" on behalf of dealer "A". This is clear and strong evidence of an unlawful mutual arrangement for exclusive territory for "A".

Question 4: May Cement Company sell to "A" in his town and refuse to quote "B" when he asks for a price and if Cement Company desires refer him to "A"?

Answer 4: You may sell to "A", a dealer, and refuse to quote "B", a dealer in the same town, and if you so desire you may refer him to "A". You should at all times be extremely careful not to at any time, either by conduct or spoken or written words, convey the impression that the dealer has an exclusive territory or a right in any way to consider himself as the only man in the town to whom you would sell cement. You do not agree to give exclusive territory, and you should be very careful that no inference arises that you have so agreed. We suggest the following form of reply:

"We have your letter of ——— date asking for quotations on ——— Cement. In reply have to advise that we do not care at this time to quote, but you are probably aware that ——— is sold in ——— by ———, a dealer who should have in stock enough to supply your requirements, and we suggest that you communicate with him.

"Yours truly,

"———"

In the event you receive a subsequent letter inquiring why you do not wish to quote, the letter generally should be ignored, but if special instances present themselves where you deem it desirable to make a further reply explaining your reason, we suggest the following:

"Your letter of _____ date with inclosures was received today. The commercial experience of this company has convinced us that in many cases our best policy is to market _____ Portland Cement through one dealer in a community. This enables that dealer to push the sale of our product with an energy which we might not otherwise secure. We do not require any dealer to agree in any way that he will not deal in the product of our competitors, but we do demand, and all that we demand, is that dealers who receive the benefit of our policy of marketing our cement through them shall show the energy which we expect in pushing our product and shall not discriminate against it. We are advised by counsel that this sales plan does not violate the Clayton Act or any other statute, and is not contrary to any public policy expressed in the laws of this country. [Strike out the preceding sentence except when inquiry refers to claimed violation of law.]

"We at no time have had any exclusive agencies or contracts with our customers restricting our right to sell where, when, or to whom we might desire. We have always held ourselves free, and we have the right to select the customers with whom we desire to do business, and will continue this policy of freely selecting our customers as we may deem best for furthering the sale of our products. And so, while we may have sold _____ Company in the past, we may tomorrow offer to sell to you or any other dealer in your town, as may to us seem best for our commercial interests and the selling of as much of our product as is possible, for it is needless to suggest that that policy commends itself to us which will result in our selling as much of our product as we can.

"I thank you for calling my attention to the case in question, and I am quite sure that in view of the foregoing explanation you will appreciate our reason for preferring at this time to not sell _____ cement to you in _____."

Question 5: May Cement Company sell to "B" at a higher price than is charged "A"? If so, when is it proper and when is it not proper to allow commission to "A" on sale made to "B"?

Answer 5: You should not sell to "B" at a higher price than you sell to "A", except where the difference in price is based on the grade, quality, or quantity of the commodity sold or the difference in the cost of selling or transportation, or made in good faith to meet competition. You should not allow a commission to "A" on a sale made by you to "B", except for services actually rendered in consummating the sale made to "B". In this connection note our recommendations in answer to Question 1.

Question 6: May Cement Company sell to "A" and "B" at the same price and allow to "A" a commission on sale made to "B"?

Answer 6: You should sell to "A" and "B" at the same price except

where conditions noted in answer to Question 5 are present, and you should not allow a commission to "A" on a sale made to "B" except where conditions exist as found in answer to Questions 5 and 1.

CONCLUSION

Therefore, the Committee recommends that the payment of all commissions to dealers be entirely eliminated.

19. CREDIT

The Committee also recommends the free interchange of credit information between companies in the interest of reducing losses—eliminating the practice of cement companies acting in the capacity of bankers, and concentrating the handling of cement in the hands of competent and responsible dealers.

The Committee further recommends that the Executive Committee consider the matter of organizing a bureau for the collection and distribution of credit information.

20. INCORPORATING SO-CALLED "WATERPROOFING COMPOUNDS" AT MANUFACTURER'S MILL

The Committee recommends that practice of mixing waterproofing compounds with cement at the mills be discouraged.

21. GIVING ADVANCE NOTICE OF PRICE CHANGES AND GUARANTEEING PRICE AGAINST DECLINE

The Committee condemns the following practices as pernicious and recommends their complete elimination:

Giving Advance Notice of Price Changes.—These should become effective immediately whenever conditions necessitate or warrant such changes.

Guaranteeing Sales Against Decline in Price.—A sale with an agreement expressed or implied that in the event of a decline in the market the price will be adjusted to correspond is an option with the advantage all on one side, and therefore unfair. Making sales so conditioned is a practice which cannot be too strongly condemned.

Sales contracts should be firm, and not give the seller option to deliver, nor buyer option to receive, thereon at terms other than those stated therein.

Paying or allowing rebates or special concessions in any form, directly or indirectly, to any person, firm, corporation, dealer, lineyard company, or its agents or employees, is unfair competition and illegal discrimination.

Quoting prices and selling to dealers for future delivery extending beyond fifteen days from date of order is bad practice, because if the price goes up the manufacturer is called upon for all the cement, and if it goes down the dealer refuses to take *any* cement at contract price.

CONCLUSION

Therefore, the Committee recommends that under no circumstances shall any reduction be made in price on sales previously made.

The personnel of the Committee is shown on the appended sheet, from which it will be learned that the territory in which the companies with which the individual members are connected operate is widely distributed geographically. In consequence of this the findings and recommendations of the Committee take account of the diversified and different conditions existing.

The Committee is practically unanimous in all the recommendations hereinbefore made, and now presents this to the Executive Committee for its consideration and approval; and further suggests that thereafter the report be submitted to the open meeting of the Association at Atlantic City in September, 1915.

It further recommends that the report be approved by the Association as comprising the latest and best compilation of good trade practices and ethics, and that the forms recommended be also approved.

The members of the Committee, and especially of the sub-committee, have given freely of their time and energy in the studies and investigations of the Committee and in the preparation of the recommended forms, and the Vice-Chairman wishes to make acknowledgment thereof and to express his appreciation of the spirit of helpfulness and coöperation shown.

Respectfully submitted,

COMMITTEE ON TRADE CONDITIONS,

By B. F. AFFLECK,
Vice-Chairman.

PERSONNEL OF COMMITTEE ON TRADE CONDITIONS

W. A. HOLMAN, *Chairman* (Atlas)

B. F. AFFLECK, *Vice-Chairman* (Universal)

GEO. F. BAYLE (Glens Falls)

G. S. BROWN (Alpha)

J. W. BOARDMAN, JR. (Huron)

A. H. CRANEY, JR. (Union Sand)

CHAS. F. CONN (Giant)

L. A. COOVER (Security)

M. COOGAN (Alpha)

A. Y. GOWAN (Lehigh)

RICHARD HARDY (Dixie)

R. H. HUGHES (Crescent)

F. L. LOEB (Coplay)

ALBERT MOYER (Vulcanite)

D. H. McFARLAND (Atlas)

S. B. NEWBERRY (Sandusky)

H. NORCROSS (Kansas City)

H. M. SCOTT (Lehigh)

BLAINE S. SMITH (Universal)

B. L. SWETT (Lehigh)

L. T. SUNDERLAND (Ash Grove)

PERCY H. WILSON (Secretary)

with the purchaser's order, and the goods shall be shipped on that date unless sooner ordered out by the purchaser. Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by the purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of Cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder, we may have accepted, and shall from time to time accept, other orders and contracts so as to have a market for our estimated output of Cement under normal conditions; therefore, in the event we shall at any time, because of any such contingency, be unable to deliver to all our customers the entire quantity of Cement required and called for by all of our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly, and there shall be no liability on our part for the reduction so made.

"IMPERIAL." Portland Cement to be furnished hereunder is when shipped to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

IMPERIAL PORTLAND CEMENT COMPANY.

TRADE QUOTATIONS

IMPERIAL PORTLAND CEMENT COMPANY

IMPERIAL, U. S. A.

We quote, subject to change without notice, shipment within fifteen (15) days from date of order, acceptance of order in writing by this Company, and to terms, conditions and limitations on the reverse side hereof, in carloads, f. o. b. station named:

IMPERIAL Portland Cement	in 4 cloth sacks at	per standard bbl.
	" 4 paper bags	" "

This quotation is based upon today's market and is applicable to immediate orders only.

Prices for specific work requiring deliveries beyond 15 days will be quoted upon application accompanied by full information and description of the work.

Yours respectfully,

IMPERIAL PORTLAND CEMENT COMPANY.

Terms, Conditions and Limitations

PAYMENT: 30 days net 5 cents per barrel discount for PAYMENT IN FULL, within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Imperial, U. S. A. Original paid freight bills to be sent us promptly for credit.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or become, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to Railroad Company on cars at our Mill. Railroad Company's bills of lading shall be conclusive as to quantity and good condition of both Cement and packages when loaded on cars.

We will pay to original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our Mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Unless otherwise agreed, the quotation on reverse side is limited to One Carload of Cement and applies only on shipments billed to and unloaded at point of delivery specified.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of Cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder, we may have accepted, and shall from time to time accept, other orders and contracts so as to have a market for our estimated output of Cement under normal conditions; therefore, in the event we shall at any time, because of any such contingency, be unable to deliver to all our customers the entire quantity of Cement required and called for by all of our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly, and there shall be no liability on our part for the reduction so made.

"IMPERIAL" Portland Cement to be furnished hereunder is when shipped to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

IMPERIAL PORTLAND CEMENT COMPANY.

TRADE QUOTATIONS

IMPERIAL PORTLAND CEMENT COMPANY
IMPERIAL, U. S. A.

We quote, subject to change without notice, shipment within fifteen (15) days from date of order, acceptance of order in writing by this Company, and to terms, conditions and limitations on the reverse side hereof, "IMPERIAL" Portland Cement for your Yards, in carloads, f. o. b. stations named, at the following prices per standard barrel, viz.:

F. O. B.

IN CLOTH
SACKS

IN PAPER
BAGS

This quotation is based upon today's market and is applicable to immediate orders only.

Prices for specific work requiring deliveries beyond 15 days will be quoted upon application accompanied by full information and description of the work.

Yours respectfully,

IMPERIAL PORTLAND CEMENT COMPANY.

Terms, Conditions and Limitations

PAYMENT: 30 days net; 5 cents per barrel discount for PAYMENT IN FULL within 10 days from date of invoice. Payments to be made in cash or equivalent at our Office, Imperial, U. S. A. Original paid freight bills to be sent us promptly for credit.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or become, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to Railroad Company on cars at our Mill. Railroad Company's bills of lading shall be conclusive as to quantity and good condition of both Cement and packages when loaded on cars.

We will pay to original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our Mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Unless otherwise agreed, the quotation on reverse side is limited to One Carload of Cement for each or any station named and applies only on shipments billed to and unloaded at point of delivery specified, respectively.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of Cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder, we may have accepted, and shall from time to time accept, other orders and contracts so as to have a market for our estimated output of Cement under normal conditions; therefore, in the event we shall at any time, because of any such contingency, be unable to deliver to all our customers the entire quantity of Cement required and called for by all of our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly, and there shall be no liability on our part for the reduction so made.

"IMPERIAL," Portland Cement to be furnished hereunder is when shipped to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of cement, therefore we will not guarantee finished work.

IMPERIAL PORTLAND CEMENT COMPANY.

SPECIAL QUOTATION FOR SPECIFIC WORK

IMPERIAL PORTLAND CEMENT COMPANY

IMPERIAL, U. S. A.

We quote you, subject to all the terms, conditions and limitations on both sides hereof, on "IMPERIAL" PORTLAND CEMENT for work herein described; and for shipment according to contract requirements, between date hereof and 191 , not to exceed, however, bbls. in any one month:

IMPERIAL Portland Cement in	4 Cloth Sacks at	per Standard Bbl.
	4 Paper Bags at	" "

in carloads, f. o. b. cars

This price includes the sacks in which the Cement is to be shipped.

This quotation is intended to cover the entire and actual quantity (estimated at barrels) of Portland Cement which buyer shall be required to, and in fact shall, furnish or use in the following described work, but not in any event to exceed 110% of the estimated quantity above stated.

DESCRIPTION OF WORK

This quotation, if to a dealer for resale of Cement for use in the work described, is subject to the execution of a written contract between such dealer and his customer in conformity herewith on our regular form furnished for dealers' use, the original or a duplicate thereof to be filed with us.

This quotation is for acceptance within 5 days of formal award of contract for work described, but is void if not accepted within 30 days from date hereof; It is further subject to the execution of our regular form Specific Work Sales Contract.

Yours respectfully, m
IMPERIAL PORTLAND CEMENT COMPANY.

ACCEPTANCE: I (we) hereby accept the price, terms and all the conditions and limitations of the above special quotation and agree to execute promptly a contract therefor on your regular form Specific Work Sales Contract, covering Portland Cement required and used for the work described.

..... Purchaser.

(NOTE: Two copies are enclosed. Please accept and return one and retain the other.)

Terms, Conditions and Limitations

PAYMENT: 30 days net; 5 cents per barrel discount for **PAYMENT IN FULL**, within 10 days from date of invoice. Payments to be made in cash or equivalent at our Office, Imperial, U. S. A. Original paid freight bills to be sent us promptly for credit.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

If at any time purchaser's financial responsibility be or become, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to Railroad Company on cars at our Mill. Railroad Company's bills of lading shall be conclusive as to quantity and good condition of both Cement and packages when loaded on cars.

We will pay to original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our Mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

The quotation on reverse side is limited to the quantity and delivery stipulated and work described.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of Cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder, we may have accepted, and shall from time to time accept, other orders and contracts so as to have a market for our estimated output of Cement under normal conditions; therefore, in the event we shall at any time, because of any such contingency, be unable to deliver to all our customers the entire quantity of Cement required and called for by all of our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts according to their requirement's respectively, and the amount deliverable on each contract may be reduced accordingly, and there shall be no liability on our part for the reduction so made.

"IMPERIAL" Portland Cement to be furnished hereunder is when shipped to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

IMPERIAL PORTLAND CEMENT COMPANY.

IMPERIAL PORTLAND CEMENT COMPANY
Imperial, U. S. A.

Specific Work—Sales Contract, No. _____

THIS AGREEMENT, and a duplicate hereof, made this _____ day of _____

191____, by and between IMPERIAL PORTLAND CEMENT COMPANY (a corporation), of Imperial, U. S. A., hereinafter called "SELLER," and _____, hereinafter called "BUYER," WITNESSETH:

That in consideration of the price and subject to all the terms, conditions and limitations set forth on this and the reverse side hereof, which is hereby mutually understood and expressly agreed as a part hereof, SELLER hereby sells and agrees to deliver, and the BUYER hereby purchases and agrees to receive and pay for _____ 4 Cloth Sacks, in carload lots, f. o. b. cars "IMPERIAL" Portland Cement, at a price of \$ _____ per standard bbl. in 4 Paper Bags, _____, 191____, to be used in the following described work, and shipped between the date hereof and _____,

DESCRIPTION OF WORK

This contract is intended to, and does, within the limitations hereof, cover the entire quantity of Portland Cement which BUYER shall, during the time herein specified, furnish or use in the work above described.

The amount of Portland Cement required for the said work is estimated by BUYER at _____ barrels, but nothing herein contained shall obligate SELLER to furnish hereunder more than the quantity of "IMPERIAL" Cement actually furnished by BUYER for, and used in, said work, nor in any event more than a maximum quantity of _____ barrels (said maximum quantity being 110% of estimated requirements). Said Cement is to be shipped as nearly as practicable to meet the necessities of the work; it being understood, however, that under no circumstances shall SELLER be obligated to ship hereon more than _____ barrels during any one calendar month; or during any 30 day period; it being further provided, however, that BUYER shall in any event receive and pay for in accordance with price and terms hereof, all Cement shipped hereunder.

This contract shall be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto, but shall not be assigned by BUYER without written consent of SELLER.

ENTERED INTO and signed, subject to official written approval of an Executive Officer of SELLER at its General Office, Imperial, U. S. A., the day and year first above written.

Approved....., 191____

IMPERIAL PORTLAND CEMENT COMPANY,
Seller.

By.....

By.....

at Imperial, U. S. A.

.....

IMPERIAL PORTLAND CEMENT CO.
IMPERIAL, U. S. A.

and

Date _____ 191

Contract No. _____

Other Terms, Conditions and Limitations Governing This Contract

The quantity of "IMPERIAL" CEMENT mentioned on reverse side hereof is for use in the work described, and if BUYER shall sell or otherwise dispose of any portion of said Cement, or use any portion thereof in any work other than above described or assign this contract or any part thereof, or fail to comply with terms of payment, or any of the conditions and limitations in this agreement set out, or if in the opinion of SELLER the BUYER'S credit be or become impaired, then, in any such event or events, SELLER may, at his option, decline to make further deliveries hereunder, BUYER remaining liable for all unpaid accounts.

BUYER, when ordering Cement to be shipped hereon, shall refer to this contract by its number and date, and the BUYER shall, on or about the first day of each month, if requested by and on forms furnished by SELLER, correctly inform the SELLER of the amount of "IMPERIAL" CEMENT delivered or used by him on the above described work during the preceding month or months since date hereof.

The terms of payment shall be as follows, viz.: 30 days net, or, if invoice is PAID IN FULL within 10 days from date of shipment, 5 cents per barrel discount will be allowed, payments to be made in cash or equivalent at SELLER'S Office, Imperial, U. S. A. Freight charges per tariff applying, from Imperial, U. S. A., to point of delivery specified, shall be paid by BUYER for account of SELLER, and the original paid freight bills sent to SELLER promptly for proper credit.

The price herein provided includes the packages in which the Cement shall be shipped.

SELLER will pay original purchaser 10 cents each for empty cloth cement sacks purchased hereunder bearing its brand, on their receipt in serviceable condition at SELLER'S Mill, if returned within 90 days after their purchase, freight prepaid, subject to SELLER'S inspection and count. SELLER will not purchase sacks bearing brands other than its own, or sacks that have been wet or are otherwise useless.

SELLER'S invoice quantities shall be the basis for settlement, and BUYER shall not hold SELLER responsible for shortage of, or damage to, either Cement or packages occurring in transit. Railroad Company's bills of lading at the point of shipment shall be conclusive as to quantity and good condition of Cement and packages when loaded on cars at SELLER'S Mill. All railroad demurrage, car service, and terminal charges imposed at destination shall be settled for, and borne by, BUYER.

The price specified on the reverse side hereof is a firm price, and not subject to change or alteration except as may be herein otherwise expressly stipulated, any agreement, oral or otherwise, with the salesman or any other person to the contrary notwithstanding; it being further understood and agreed that all conditions of the sale are herein wholly set out.

SELLER reserves the right to determine and direct the route by which shipments hereunder shall be forwarded.

BUYER shall give SELLER shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond SELLER'S control, and SELLER will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, SELLER reserves the right to prorate its shipments of Cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder SELLER may have accepted, and shall from time to time accept, other orders and contracts so as to have a market for its entire estimated output of Cement under normal conditions; therefore, in the event SELLER shall at any time, because of any such contingency, be unable to deliver to all its customers the entire quantity of Cement required and called for by all of its contracts then in force, the total of SELLER'S production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly and there shall be no liability on SELLER'S part for the reduction so made.

The "IMPERIAL" Portland Cement to be shipped hereunder is when shipped to conform in every respect to Specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but SELLER cannot be responsible for improper use of Cement therefore will not guarantee finished work.

Time is the essence of this contract.

Contract Form for Dealer's Use

MEMORANDUM OF SALE made this day of 191 , by

....., of.....

(Seller) to....., of.....

(Buyer), WITNESSETH:

FOR AND IN CONSIDERATION of the price named, and subject to the terms, conditions and limitations on this and the reverse side hereof, SELLER hereby sells and agrees to furnish and deliver, and BUYER hereby agrees to receive and pay for, "IMPERIAL" Portland Cement for use in the work described, to be shipped between date hereof and....., 191...

PRICE: \$..... per standard barrel, in..... sacks, delivered.....

TERMS:

DESCRIPTION OF WORK:

QUANTITY: This contract is intended to, and does within the limitations hereof, cover the entire quantity of Portland Cement which BUYER shall, during the time herein specified, use in the work above described, estimated at..... barrels, but SELLER is not obligated to furnish hereunder more than the actual quantity of "IMPERIAL" Cement actually used during said period in said work, nor in any event more than a maximum quantity of..... barrels, said maximum being 110% of estimated requirements.

DELIVERIES: The Cement is to be delivered as nearly as practicable to meet the necessities of the work, BUYER to give SELLER reasonable notice of time deliveries are desired, but SELLER shall not be obligated to furnish hereon more than..... barrels during any thirty-day period.

SACKS: The price named includes the sacks in which the Cement is to be shipped. CLOTH SACKS of "IMPERIAL" Brand delivered hereunder will be repurchased, subject to SELLER'S inspection and count, at 10c each if returned promptly in serviceable condition at..... Sacks that have been wet or are otherwise worthless will not be repurchased.

This contract shall be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto, but shall not be assigned by BUYER without written consent of SELLER.

ENTERED INTO and signed the day and year first above written.

At..... Seller.

..... Buyer.

Other Terms, Conditions and Limitations Governing This Contract

The quantity of "IMPERIAL" CEMENT mentioned on the reverse side hereof is sold and delivered for use in the work described, and if Buyer shall sell or otherwise dispose of any portion of said Cement, or use any portion thereof in any work other than that described or assign this contract or any part thereof, or fail to comply with terms of payment, or any of the conditions and limitations of this contract, or if the Buyer's credit be or become impaired, then, in any such event or events, Seller may, at his option, decline to make further deliveries hereunder, Buyer remaining liable for all unpaid accounts.

The Seller has a contract with Imperial Portland Cement Company, Imperial, U. S. A. (Shipper) for the Cement to be furnished and delivered hereon, and Buyer agrees that this contract is subject to contingencies of manufacturing and shipping and other causes beyond control of Seller or Shipper, and that should any contingency at any time arise whereby Shipper's production or shipments are curtailed or delayed, the right is reserved by both Shipper and Seller to pro rate the shipments and deliveries of Cement to all buyers of record at such time; that in addition to this contract, Shipper and Seller may have accepted, and shall from time to time accept, other orders and contracts within their ability under normal conditions to supply same, therefore in the event either Shipper or Seller shall at any time be unable to deliver to all customers the entire quantity of Cement called for by all contracts then in force, the total of Shipper's output then available shall be applied pro rata on all orders or contracts according to their requirements respectively, and the amount deliverable on each may be reduced accordingly, and there shall be no liability on the part of Shipper or Seller for the reduction so made.

When deliveries hereunder are in carloads f. o. b. cars Railroad Company's tracks, Shipper's invoice quantities shall be the basis for settlement, and Buyer shall not hold Seller responsible for shortage of or damage to, either Cement or packages occurring in transit. Railroad Company's bills of lading at the point of shipment shall be conclusive as to quantity and good condition of Cement and packages when loaded on cars at Shipper's Mill. All railroad demurrage, car service, and terminal charges imposed at destination shall be settled for, and borne by, Buyer.

The price specified on the reverse side hereof is a firm price, and not subject to change or alteration except as may be herein otherwise expressly stipulated, any agreements, oral or otherwise, with the salesman or any other person to the contrary notwithstanding; it being further understood and agreed that all conditions of the sale are herein wholly set out.

Seller reserves the right to determine and direct the route by which shipments hereunder shall be forwarded.

"IMPERIAL" Portland Cement to be furnished hereunder is when shipped to conform in every respect to Specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by American Society of Civil Engineers, but Shipper or Seller cannot be responsible for improper use of Cement, therefore will not guarantee finished work.

Time is the essence of this contract.

....., 191...

**Imperial Portland Cement Company,
Imperial, U. S. A.**

Gentlemen:

DELIVERIES—SPECIFIC WORK—SALES CONTRACT NO.

Description of Work:

In accordance with the requirements of the above described contract, this is to inform you that the following is a correct statement of the quantities of "IMPERIAL" Portland Cement we have used, or delivered for use, exclusively in the above described work during the periods stated:

During the month of....., 191... ..barrel.

Total Quantity prior to....., 191... ..barrel.

Respectfully,

.....

Order No. _____ Date _____, 191____

IMPERIAL PORTLAND CEMENT CO. **IMPERIAL, U. S. A.**

PLEASE SHIP TO _____

At _____ Via _____ R. R. _____

No. of Barrels	KIND	Price Per Bbl.
_____	"IMPERIAL" Portland Cement (Cloth)	_____
_____	"IMPERIAL" Portland Cement (Paper)	_____
_____	"IMPERIAL" Portland Cement (Wood)	_____

Time of Shipment _____

Remarks: _____

Conditions of Sale: This order is not binding upon the Imperial Portland Cement Company until accepted from its Home Office in writing by an Officer of the Company, and is subject to all the conditions of sale and shipment on reverse side hereof.

Salesman _____

Purchaser _____

1. **TERMS:** 30 days net; 5 cents per barrel discount for payment in full, including sacks, within 10 days from date of invoice. Original paid freight bills to be sent to us promptly for credit.
2. The Imperial Portland Cement Company shall be under no obligation to make shipment hereon in the event of any payment becoming past due.
3. Orders are subject to approved credit, and if at any time purchaser's credit be or become impaired in opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.
4. If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unlifted portion of any contract order, purchaser remaining liable for all unpaid accounts.
5. We reserve the right to prescribe the route by which shipments shall be forwarded.
6. Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered on by purchaser.
7. Bills are payable in funds current in Imperial, U. S. A., and all exchange or collection charges must be paid by purchaser. Bills not paid when due, per invoices, will be subject to sight draft without notice.
8. Demurrage or other car service charges which railroad companies may impose for detention of cars shall be borne and settled for by purchaser.
9. We will pay original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our Mill, if returned within 90 days after their purchase. Freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.
10. In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to Railroad Company cars at our Plant. Railroad Company's bills of lading shall be conclusive as to quantity and good condition of Cement and packages when loaded on cars.
11. The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency arise, we reserve the right to procure our shipments of Cement as shipped or delayed, we reserve the right to procure our shipments of Cement to all purchasers of record at such time as we see fit, in addition to orders or contracts accepted hereunder we may have accepted, and shall remain at no time accept, because of any such contingency be unable to deliver to all our customers the Cement under normal conditions; therefore, in the event we shall at any time be unable to supply the quantity of Cement required and called for by all of our customers, then in force, the cost of procuring to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly, and there shall be no liability on our part for the reduction so made.
12. It is mutually understood and agreed that the price at which the order on the reverse side hereof is accepted by the Imperial Portland Cement Company is a firm price and not subject to change or alteration except as may be herein otherwise expressly stipulated, any agreement, oral or otherwise, made by the seller or any other person to the contrary notwithstanding, it being further understood and agreed that all conditions of the sale are herein, and in the acceptance hereof, wholly set out, and each and every of said conditions form a part of the order and are agreed to and accepted as such by purchaser.
13. This order contemplates delivery and use of material ordered at destination, shipped and in the work described, and if diverted or used elsewhere so diverted, at its price current at point of ultimate destination, for Cement event of such diversion without its being the intention of the Imperial Portland Cement Company. The Imperial Portland Cement Company shall be under no obligation to make shipments hereon.
14. This order, if for Cement to be used in specific work requiring deliveries beyond fifteen days from date, is subject to execution of our regular form Specific Work Sales Contract.
15. "IMPERIAL" Portland Cement to be furnished hereunder is when shipped to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

IMPERIAL PORTLAND CEMENT COMPANY.

[fol. 1358]

Govt. Ex. 246

Association of American Portland Cement Manufacturers
Land Title Building, Philadelphia
Bell Telephone—Spruce 5422-5423

December 24th, 1914.

Mr. J. K. Barbour, Security Cement & Lime Co., Hagerstown, Md.

DEAR SIR: Will you please send me the information called for by the following memorandum, this information being for use in compiling the statistical reports of the Association.

- (1) Name of company.
- (2) Kilns in plant.
- (3) Kilns running during December.
- (4) Cement on hand December 31st, 1914 (do not include dinker on hand).
- (5) Production—December, 1913.
- (6) Production—December, 1914.
- (7) Shipments—December, 1913.
- (8) Shipments—December, 1914.
- [fol. 1238½] (9) Production—Year 1913.
- (10) Production—Year 1914.
- (11) Shipments—Year 1913.
- (12) Shipments—Year 1914.

Kindly fill in the above and return same on the date agreed.

Your- respectfully, Percy H. Wilson, Statistician.

P. S.—If giving the yearly figures holds up the reporting for the month of December, kindly forward December report in advance of the yearly figures.

[fol. 1359]

Govt. Ex. No. 247

Association of American Port. Cement Mfgs.
Bellevue Court Building, Philadelphia, Penna.

Jan. 2nd, 1915.

GENTLEMEN :

Attention Mr. Percy H. Wilson

The following is information requested in yours of Dec. 24th, for use in compiling the statistical reports of the Association :

Kilns running during December	3.78
Cement on hand December 31st, 1914	87,710
Production—December 1913	25,860
Production—December 1914	57,388
Shipments—December 1913	26,659
Shipments—December 1914	18,078
Production—Year 1913	56,373
Production—Year 1914	62,741
Shipments—Year 1913	565,069¼
Shipments—Year 1914	571,172½

Very truly, Security Cement & Lime Company. — — —,
General Sales Manager. PCS/wp.

[fol. 1359½]

Govt. Ex. No. 248

Portland Cement Association
111 West Washington Street, Chicago
Telephone: Franklin 1540

June 24, 1916.

Mr. J. K. Barbour, Gen. Sales Mgr. Security Cement & Lime Co.,
Hagerstown, Md.

DEAR SIR: Will you please send me the information called for below, same being for use in compiling the statistical reports of the Association.

- (a) Clinker on hand June 30, 1915.
- (b) Clinker on hand June 30, 1916.
- (c) Cement on hand June 30, 1915. Do not include clinker on hand.
- (d) Cement on hand June 30, 1916. Do not include clinker on hand.
- (e) Clinker produced June, 1915.
- (f) Clinker produced June, 1916.

(g) Cement ground June, 1915

(h) Cement ground June, 1916.

(i) Shipments June, 1915.

(j) Shipments June, 1916.

[fol. 1360] It is very desirable that this information reach this office by July 5. If not convenient for you to mail same in time to reach this office by July 7, we will greatly appreciate it if you will wire your figures, thereby facilitating the early issuance of the statistical sheets.

Yours truly, J. P. Beck, Statistician. WDA-EW.

[fol. 1360½]

Govt. Ex. No. 249

7/3/16.

Mr. J. P. Beck, 111 West Washington St., Chicago, Ill.

DEAR SIR: Below find confidential statistical report for June, as asked for in your- of the 24th ult.:

Clinker on hand June 30th, 1915.....	19,727	bbls.
“ “ “ “ 1916.....	25,180	“
Cement on hand June 30th, 1915.....	39,324	“
“ “ “ “ 1916.....	65,250	“

(Does not include clinker on hand.)

Clinker produced June 1915.....	59,519	“
“ “ “ 1916.....	43,691	“
Cement ground June 1915.....	54,608	“
“ “ “ 1916.....	48,072	“
Shipments June 1915.....	58,775½	“
“ “ 1916.....	54,930	“

Very truly, Security Cement & Lime Company. ———,
General Sales Manager. L.

[fol. 1361]

Gov. Ex. No. 250

December 17th, 1917.

DEAR SIR: In answer to your wire of the 17th instant, would state that some of the manufacturers who are members of this Association do not report information for all our reports. In other words, our work consists of sending out contract reports, credit reports and statistical reports. Some manufacturers do not report all three. Some report credits only; others credits and statistics.

Attached, I will give you a list of all the member Companies showing what information they report to this Association and the capacity. This capacity figure was reported to the Association by the individual companies, not compiled from any data that we have in

our office and therefore the responsibility for the accuracy of same we do not assume.

The attached memorandum or companies are the only companies which are members of this Association. Standard and Whitehall, which you mention in your wire have never been members in any way.

Yours very truly, Cement Manufacturers Protective Assn.,
By ———, Secretary. CWB. GY.

Charles H. De Woody, Esquire, Federal Building, Cleveland, Ohio,
cc to Mark Hyman, Room 1000 61 Broadway, New York City.

Encl.

[1361½]

GOVT. EX. NO. 251

Manufacturer	Reports	Capacity
Allentown.....	Contracts, Credits and Statistics....	950,000 Bbls.
Alpha.....	Contracts, Credits and Statistics....	6,723,000 "
Alsen's.....	Credit Only.....	1,000,000 "
Atlas.....	Contracts, Credits and Statistics....	12,000,000 "
Bath.....	Contracts, Credits and Statistics....	1,000,000 "
Cayuga.....	Contracts, Credits and Statistics....	500,000 "
	(Have not received any contract data for some months.)	
Clinchfield.....	Resigned March 5th, 1917.	
Coplay.....	Contracts, Credits and Statistics....	2,000,000 Bbls.
Dexter.....	Contracts, Credits and Statistics....	960,000 "
Edison.....	Contracts, Credits and Statistics....	2,000,000 "
Giant.....	Contracts, Credits and Statistics....	3,400,000 "
Glens Falls.....	Credit and Statistics only.....	720,000 "
Helderberg.....	Credits only.....	600,000 "
Hercules.....	Contracts, Credits and Statistics....	Unknown "
Knickerbocker.....	Contracts, Credits and Statistics....	1,600,000 "
Lawrence.....	Contracts, Credits and Statistics....	1,643,000 "
Lehigh.....	Contracts, Credits and Statistics....	5,400,000 "
Millen.....	Purchased by the Alpha Portland Cement Company.....	250,000 "
Nazareth.....	Contracts, Credits and Statistics....	1,347,000 "
Penn-Allen.....	Contracts, Credits and Statistics....	750,000 "
Pennsylvania.....	Contracts, Credits and Statistics....	1,500,000 "
Phoenix.....	Contracts, Credits and Statistics....	750,000 "
Security.....	Credits and Statistics only.....	1,000,000 "
Virginia.....	Contracts, Credits and Statistics....	1,000,000 "
Vulcanite.....	Contracts, Credits and Statistics....	2,000,000 "

[fol. 1362]

GOVT. EX. NO. 252

Postal Telegraph—Commercial Cables—Telegram

64 hjk, 98. govt. 121pm.

BN—Cleveland, Ohio, Dec. 17—17.

Bacon, Secty. Cement Mfrs. Protective Assn., Widener Building,
Phila., Pa.:

It is noted recent Association reports do not include Alsen
Gayuga Clinchfield Helderberg Standard or Whitehall but do give

Govt. Ex. No. 253

PORTLAND CEMENT ASSOCIATION

CHICAGO

December 1, 1919

A. D. Haylor, Treasurer
Knickerbocker Portland Cement Co., Inc.,
30 East 42nd Street
New York City

Dear Mr. Haylor:

The organization known as the Association of American Portland Cement Manufacturers, which had offices in the Bellevue Court Building, Philadelphia, was reorganized in 1916 as the Portland Cement Association and the offices moved to the Conway Building, Chicago.

The old Association was organized in 1902 by a number of Lehigh Valley cement manufacturers for the primary purpose of evolving a satisfactory plan for handling cement sacks. Promotional work of this Association did not become very active until 1912.

Yours very truly,

W. M. Kinney
General Manager

W. M. Kinney:ED

2-53

W. M. KINNEY

Reproduction of original call for meeting of cement manufacturers, September 11, 1902, which led to the formation of the organization now known as the Portland Cement Association

The undersigned, manufacturers of Portland Cement, recognising the fact that the present methods of handling the subject of "sacks" are almost universally unsatisfactory, and believing that the question can be profitably discussed and a satisfactory plan evolved at a meeting of the representatives of the Eastern Mills, hereby pledge themselves to attend such a meeting to be held at such time and place as may be most convenient to a majority of those signing.

3 * LEHIGH PORTLAND CEMENT CO.

THE VULCANITE PORTLAND CEMENT CO. * 11

BONNEVILLE PORTLAND CEMENT CO.

W. H. Starring

* ALPHA PORTLAND CEMENT CO.

G. F. Carter V. Pres.

NORTHAMPTON PORTLAND CEMENT CO.

J. H. W. W. W. W.

VICE PRESIDENT

James H. Hunt

President

For President

Martin's Creek Portland Cement Co.

President

Simlan Babson

Lawrence Cement Co. * 1

Ernest A. Ackerman

Pres.

* COPLAY CEMENT MANUFACTURING CO.

Thos. J. Macky Pres.

10 * PHOENIX CEMENT COMPANY

W. M. M. M. Pres.

NAZARETH CEMENT CO. * 9

W. M. M. M. Pres.

Atlas Portland Cement Co. * 1

A. C. Howard

The Whitehall Portland Cement Co.

W. M. M. M. Pres.

4 * DEXTER PORTLAND CEMENT CO.

W. M. M. M. Pres.

THE EDISON PORTLAND CEMENT CO. * 5

W. M. M. M. Pres.

6 * THE GLEN FALLS PORTLAND CEMENT CO.

W. M. M. M. Pres.

Empire Portland Cement Co.

W. M. M. M. Pres.

CAYUGA LAKE CEMENT CO.

W. M. M. M. Pres.

Wayland Portland Cement Co.

W. M. M. M. Pres.

Hebelsberg Cement Co.

W. M. M. M. Pres.

J. W. W. W. W.

W. M. M. M. Pres.

Ex 253

figures for Bath and Coplay. Please mail me today definite and accurate statement each company now a member of Association together with its annual capacity and also names any companies that have resigned from Protective Association since its organization with date of resignation. Please send copy letter to me to Mark Hyman sixty one Broadway room one thousand one New York. Wire acknowledgment government rate collect Federal Building Cleveland.

De Woody.

(Here follow Government's Exhibit No. 253 and part of No. 254, marked side folio pages 1363 and 1363½.)

[fol. 1364]

Govt. Ex. No. 254

Portland Cement Association

111 West Washington Street, Chicago

File 9-4-5-4.

August 30, 1920.

A. D. Naylor, President Knickerbocker Portland Cement Co., Inc.,
30 E. Forty-second Street, New York, N. Y.

DEAR SIR: Almost 18 years ago, to be exact, on September 11, 1902, the first meeting of portland cement manufacturers was held at Sherry's in New York City. This meeting was the forerunner of many similar meetings, which finally resulted in the formation of what is now known as the Portland Cement Association.

Call for the first meeting was endorsed by several men still prominently connected with the cement industry. With the thought that you may be interested in framing and hanging in your office a copy of this first call, one is enclosed. Additional copies may be secured from this office.

Yours very truly, W. M. Kinney, General Manager. W. M.
Kinney-ED.

Enclosure.

Portland Cement Association
111 West Washington Street, Chicago
Telephone: Franklin 1540

January 30, 1918.

Mr. Loring A. Cover, President Security Cement & Lime Co., Equitable Building, Baltimore, Md.

DEAR SIR: At the meeting held at the Blackstone, Chicago, on Tuesday, January 22, to consider special promotion for the year 1918, representatives of 14 member companies shipping into the states tributary to the Minneapolis, Milwaukee, Chicago, Indianapolis and Pittsburgh offices, were represented. Seven additional members were represented by proxy.

After a full discussion, the schedule of dues sent you on January 7 was unanimously adopted and it was agreed that the basis should be shipments for the year 1917. It was further agreed that the Executive Committee of the Association should reduce the dues at the [fol. 1365] end of any given period if in their judgment such action should be deemed advisable.

The following resolutions were also adopted:

1. That a sub-office be established in Iowa at a location chosen by the General Manager of the Association.

2. That promotion work be carried on in the upper peninsula of Michigan with funds to be raised for the purpose by an assessment of 1 cent per barrel on 1917 shipments into that territory, this work to be handled through the Milwaukee Office.

3. That the Executive Committee be requested to extend to the Michigan Concrete Roads Association an invitation to merge with the Association in the conduct of their promotional efforts.

4. That the General Manager of the Association should convey to the Executive Committee that it was the sense of the meeting that the advertising propaganda as carried on at present is insufficient and should be immediately increased, especially during the present period of dullness. It was also the sense of the meeting that all advertising should be done by the Association and discontinued by members.

Yours very truly, H. E. Hilts, General Manager.

(Here follow Government's Exhibits Nos. 256, 257, 258, 259, 260, 317, 318, 319, 320, marked side folio pages 1366-1377, inclusive.)

Govt. Ex. No. 256

GIANT PORTLAND CEMENT COMPANY

PHILADELPHIA, PA.

SPECIAL QUOTATION FOR SPECIFIC WORK

Felton Construction Corporation,
1450 Michigan Ave.,
Buffalo, N.Y.

August 28, 1919

DEAR SIR :

We quote you, subject to all the terms, conditions and limitations on both sides hereof, on "GIANT" PORTLAND CEMENT for work herein described; and for shipment according to contract requirements, between date hereof and Dec. 31, 1920 191 , not to exceed, however, bbls in any one month;

"GIANT" PORTLAND CEMENT in ^{4 cloth sacks} ~~4 paper sacks~~ \$2.80 per Standard Bbl.

in carloads, f. o. b. cars. Silver Creek, Sheridan and Depew, N.Y.

This price includes the sacks in which the Cement is to be shipped.

This quotation is intended to cover the entire and actual quantity (estimated at below barrels) of Portland Cement which buyer shall be required to, and in fact shall, furnish or use in the following described work, but not in any event to exceed 110% of the estimated quantity above stated.

DESCRIPTION OF WORK: New York State Highway work, letting Sept. 9th. 1919

Silver Creek, N.Y.-	approximately	10,000 bbls.
Sheridan, N.Y.	"	13,650 bbls.
Depew, N.Y.	"	15,385 bbls.

Any shipments made prior to June 1, 1920 on a contract placed under this quotation will be at the current price on GIANT Portland Cement if such price is below the price herein mentioned.

The above price is based upon present rate of freight and is subject to advance over present rate from our mills to points of delivery specified above. Also to any additional tax that may be imposed by the Government.

IF SHIPMENTS ARE REQUIRED FROM BINS SET ASIDE FOR THE STORAGE OF SPECIALLY TESTED CEMENT. AN ADDITIONAL CHARGE OF THREE CENTS (3¢) PER BARREL WILL BE MADE FOR STORAGE SERVICE

This quotation is for acceptance within 5 days from this date, but is void if not accepted within 15 days from date hereof, and is subject to the execution of our regular form Specific Work Sales Contract.

Yours respectfully,

GIANT PORTLAND CEMENT COMPANY.


 Vice-President.

Govt. Ex. No. 257

SPECIFIC WORK QUOTATION

Saylor's Portland Cement

Coplay Cement Manufacturing Co.

New York, Sept. 8, 1919.

Felton Construction Corp.,
1450 Michigan Avenue,
Buffalo, N. Y.

Gentlemen:

We quote you subject to all the terms, conditions and limitations on both sides hereof on SAYLOR'S PORTLAND CEMENT for work herein described, and for shipment according to contract requirements.

In carload lots, f. o. b. cars at Silver Creek, N. Y.

In cloth sacks \$ 2.88 per standard barrel (376 lbs. net) including four (4) sacks.

If shipped in paper sacks thirty-five (35) cents per barrel less than cloth price.

If shipments are required from bins set aside for the storage of specially tested cement, an additional charge of three (3) cents per barrel will be made for storage service.

QUANTITY

10,000 barrels.

DESCRIPTION OF WORK:

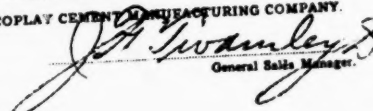
New York State Highway Work.

Terms of Payment: On approved credit, 5 cents per barrel off for cash in ten days from date of invoice, or 30 days net from date of invoice. If, during the performance of the work, the financial responsibility of the purchaser becomes impaired or unsatisfactory to the COPLAY CEMENT MANUFACTURING COMPANY, cash payments with above discount must be made before shipment, or satisfactory security must be given by the purchaser.

This quotation is for acceptance within 5 days of formal award of contract for work described, but in any event is void if not accepted within 15 days from date hereof; it is further subject to the execution of our regular form of Contract.

Yours respectfully,

COPLAY CEMENT MANUFACTURING COMPANY.


General Sales Manager.

Govt. Ex. No. 258

LEHIGH PORTLAND CEMENT CO.

ALLENTOWN, PA. Sept. 4, 1919.

Mr. Wm. F. Felton,
Buffalo, N.Y.

Dear Sir:

For cement required in the work mentioned below, we quote you Lehigh Portland Cement as follows:

PRICE:
~~\$2.98~~
~~\$2.55~~

Per barrel in cotton including sacks.

Per barrel in paper including sacks.

In carload lots F. O. B. cars Sheridan or Fredonia, N.Y.

To help strengthen building conditions we are guaranteeing our price against any decline in our quotation for the remainder of this year.

**STORAGE
CHARGE:**

If shipments are required from bins set aside for the storage of specially tested cement an additional charge of three cents (3¢) per barrel will be made for storage service.

TERMS:

5¢ per barrel discount for full payment within ten days from invoice date; thirty days net.

**REPURCHASE
OF COTTON
SACKS:**

Cotton sacks will be repurchased at 15¢ each when received in good condition freight prepaid at our mills at West Coplay, Pa., New Castle, Pa., and Fordwick, Va.

ACCEPTANCE:

This quotation is for your acceptance within fifteen days from date hereof.

WORK:

Road #6002 - Fredonia - Silver Creek, Pt 2 for which bids will be taken on Sept. 9th. ~~_____~~

QUANTITY:

14,300 barrels.

SHIPMENTS:

As required during the progress of the work; to be completed prior to a date agreed upon on acceptance of this quotation.

Yours respectfully,

LEHIGH PORTLAND CEMENT COMPANY,

B. L. Sweett
 Eastern Sales Mgr.

CH

Govt. Ex. No. 259

Form A2-9-19

VULCANITE PORTLAND CEMENT COMPANY

SPECIFIC JOB QUOTATION

New York, September 13, 1919.

ALBERT MOYER

Manager of Sales

Messrs. Felton Construction Company,
Buffalo, N.Y.

We quote you on VULCANITE Portland Cement for shipment according to contract requirements, subject to all terms, conditions and limitations on both sides hereof. Quantity to be shipped not to exceed, however, 5000 bbls. within any one month. Price below quoted is based on present conditions and is for shipment to be made before October 1st, 1920 when this contract shall expire. No order under this contract will be received after that date, unless the date of expiration shall have been extended by express agreement in writing.

VULCANITE Portland Cement in 4 cloth sacks, at \$	2.35	per standard bbl., including the sacks.
VULCANITE Portland Cement in 4 paper bags, at \$	2.35	per standard bbl., including the bags.
VULCANITE Portland Cement in bulk, at \$	2.25	for 376 lbs.

F.O.B. cars, Forestville or Silver Creek, N.Y. in carload lots

The buyer to have the benefit of any reduction and to be liable for any advance in freight rates. Any tax on freight bills is to be paid by the buyer. In the event of prepayment of freight or other railroad or terminal charges the buyer shall settle these in cash on presentation of invoice by the seller.

This quotation is intended to cover the entire and actual quantity not to exceed 10000.....barrels of VULCANITE Portland Cement which buyer shall be required to, in fact shall furnish or use in the following described work. If upon investigation it is found that the work described will not require the number of barrels stated above we will reduce this quantity to accord with the requirements of the job.

DESCRIPTION OF WORK Concrete Road #1469 Chautauque County, N.Y. Silver Creek, Forestville, N.Y. 4.94 mi. Felton Construction Co.
Buffalo, N.Y. low bidders and contractors

CHARGE FOR BIN TEST.—If cement is held in bins at our Works awaiting result of tests, a charge of 3c. per barrel will be made. We, however, will not agree to hold cement in such bins for a period longer than 45 days except by special arrangement.

Buyer shall have no right to assign this contract. The material covered by it is sold to the buyer upon the representation that it is purchased for use in the construction of work referred to. Use of the cement in any other work than that specified, or disposition of it for any other purpose, or resale of it for use in other than above described work, shall give the seller the option to terminate this contract and to refuse to deliver any more cement under it.

This quotation is void unless accepted within fifteen days from this date. We send you this proposition in duplicate; upon our receiving one of the copies accepted by you in writing, it shall constitute a contract between us, subject to execution in writing by this company.

Remarks If at any time during the life of this contract the Vulcanite Portland Cement Company reduces its price at above destination the price named in this contract will be reduced accordingly on all unshipped balances at date reduction is made.

Respectfully yours,

VULCANITE PORTLAND CEMENT CO.

Accepted.....day of.....

At.....

(Signature).....

Manager of Sales.

Govt. Ex. No. 260

THE
**WHITEHALL CEMENT MANUFACTURING
 COMPANY**

LAND TITLE BUILDING

PHILADELPHIA

Aug. 28, 1919.

Felton Construction Corp.,
 1450 Michigan Ave.,
 Buffalo, N.Y.

Gentlemen:

Following your letter of Aug. 25th we take
 pleasure in quoting you on cement for New York State road
 work for delivery between Jan. 1, 1920 and Oct. 31, 1920 --

Silver Creek, N.Y., 10,000 barrels,
~~\$1.85~~ bulk, mill, 55¢ freight, 40¢ sacks, $\frac{115}{+2} = 278$

Sheridan, N.Y., 13,650 barrels,
 \$1.85 bulk, mill, 55¢ freight, 40¢ sacks,

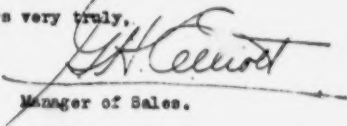
Depew, N.Y., 15,385,
 \$1.85 bulk, mill, 49¢ freight, 40¢ sacks,

Cloth sacks are charged at 10¢ each and credited
 same amount when returned to our mill in good condition, freight
 prepaid, within ninety days from date of shipment. There is an
 additional charge of 5¢ each, to cover replacement, for all
 sacks not returned in good condition, within that period.

This quotation is for acceptance on or before
 Sept. 20, 1919.

Thanking you for the inquiry, we remain

Yours very truly,


 Manager of Sales.

BRE-M

Govt. Ex. No. 317

HERCULES CEMENT CORPORATION
PHILADELPHIA

May 17th 1919

State Highway Commissioners of New Jersey
1006 Broad St. Bank Bldg.,
Trenton, N.J.

Dear Sirs:-

In keeping with your inquiry recently sent out, we are pleased to enclose herewith our quotation for 19,000 barrels of Cement, F.o.b. care Menlo Park, Iselin, and Rahway, N.J. We understand from the Penna R.R. that Colonia, N.J. is the receiving station for less than carload freight only, and that at the present time no tariff is published for carload shipments to this point.

We are in a position to make shipment of any quantity, up to five carloads per day, which you may require for this work. We have a large stock on hand and at the present time are operating our plant to capacity.

Our cement has been used in a number of places in the State of New Jersey on Highway work, and has given entire satisfaction in every instance.

We hope to be favored with this business and wish to assure you that if we are so favored, we will be able to give you service and quality that could not be surpassed by any of our competitors.

Very truly,

Hercules Cement Corporation

By



District Sales Manager.

HERCULES CEMENT CORPORATION

PHILADELPHIA

May 17th, 1919.

AT
State Highway Commissioners of New Jersey,
1001 Broad Street Bank Building,
Trenton, New Jersey.

In case, during the calendar year 1919, we lower our general sales price of cement, the price herein quoted shall be similarly lowered as to all cement sold hereunder and then remaining undelivered.

Gentlemen:

We quote you on **19,000** Barrels Hercules Portland Cement, for the requirements of the work herein described, subject to all of the terms set forth below and in the contract form printed on the reverse side hereof, \$**2.85** per standard barrel, including package, to be packed in **eleventh** **PRICE IN PAPER 364 PER BARREL LESS THAN ABOVE.**

F. O. B. Care, Neale Park, N.J., Iselin, N.J., and Rahway, N.J.

Colonie, N.J. is a receiving station for less carload freight only.

DESCRIPTION OF WORK:

For use of the New Jersey State Highway Commission, in work to be specified.

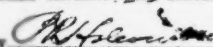
Shipment between this date and **Dec. 31, 1919** (Not more than **10,000** barrels during any 30-day period.)

This quotation is for acceptance prior to **June 30, 1919.**

Hoping that we may be favored with your order, we remain,

Yours very truly,

HERCULES CEMENT CORPORATION

By 

District Sales Manager.

ACCEPTANCE

I (we) hereby accept the price and all the conditions of the above quotation and agree, at your option, to execute promptly the contract printed on the reverse side hereof, after inserting in the blanks thereof the above terms as to place and time of delivery, description of work, quantity, price and package.

Purchaser

191

(Note)—Quotation is made in duplicate and if accepted please sign and return one copy.

FRENCH'S PORTLAND CEMENT

SAMUEL H. FRENCH & Co.

PHILADELPHIA, U. S. A. May 17, 1919.

State Highway Commission of New Jersey.

1001 PROCTER & KENDRICK BUILDING,

Trenton, N. J.

Quotation No.

Gentlemen:

We quote you on 19,000 Barrels FRENCH'S PORTLAND CEMENT, for the requirements of the work herein described, subject to all of the terms set forth below and in the contract form printed on the reverse side hereof, \$ 2.47 per standard barrel, including package, to be packed in PAPER

F. O. B. Menlo Park, Iselin, Colonia, or Rahway, N. J.

DESCRIPTION OF WORK: To be specified with order.

Four carloads per day available for shipment.

*6600
x 350 lbs*

Shipment between this date and Dec. 31, 1919. (Not more than barrels during any 30-day period.)

This quotation is for acceptance prior to May 22, 1919.

Hoping that we may be favored with your order, we remain,

Yours very truly,

In case, during the calendar year 1919, we lower our general sales price of cement, the price herein quoted shall be similarly lowered as to all cement sold hereunder and then remaining undelivered.

SAMUEL H. FRENCH & CO.

By

J. M. Bieda

SALES MANAGER

WCB/W

ACCEPTANCE

I (we) hereby accept the price and all the conditions of the above quotation and agree, at your option, to execute promptly the contract printed on the reverse side hereof, after inserting in the blanks thereof the above terms as to place and time of delivery, description of work, quantity, price and package.

Govt. Ex. No. 319

VULCANITE PORTLAND CEMENT CO.

New York, May 16, 1919.

State Highway Commission of New Jersey
1001 Broad Street Bank Bldg.,
Trenton, N.J.

Gentlemen: Attention: P.H. Exton, Business Agent.

Subject - Quotation - Concrete Road, N.J. State
Highway Commission, Menlo Park, Iselin,
Colonie and Rahway, N.J.

In acknowledgement of information sheet on
PORTLAND CEMENT dated May 10th, for use in the above
work, we are enclosing herewith our proposal in duplicate
naming you price on the quantity requested, also stating
that we are in a position, in the event of this contract
being awarded to us, to ship at the rate of 3000 bbls.
per day.

Sacks: Vulcanite Portland Cement sacks are
purchased F.O.B. cars Vulcanite, N.J. at 15¢ each, subject
to count and inspection at that point, which is the custom
in the cement trade. In the event of this contract being
awarded to us, we will be pleased to furnish you with the
proper Surety Bond.

Yours very truly,

VULCANITE PORTLAND CEMENT COMPANY,

ALBERT MOYER,
Manager of Sales,

TGB-HWS
Enclosure

Byt 

VULCANITE PORTLAND CEMENT COMPANY

SPECIFIC JOB QUOTATION

New York - May 16, 1919.

Messrs. State Highway Commission of New Jersey
1001 Broad Street Bank Bldg.,
Trenton, N.J.

R. H. Exton, Business Agent

We quote you on VULCANITE Portland Cement for shipment according to contract requirements, subject to all terms, conditions and limitations on both sides hereof. Quantity to be shipped not to exceed, however, 10,000 bbls. within any one month. Price below quoted is based on present conditions and is for shipment to be made before December 31, 1919 when this contract shall expire. No order under this contract will be received after that date, unless the date of expiration shall have been extended by express agreement in writing.

VULCANITE Portland Cement in 4 cloth sacks, at \$ 3.82 per standard bbl., including the sacks.
VULCANITE Portland Cement in 4 paper bags, at \$ 3.47 per standard bbl., including the bags.

VULCANITE Portland Cement in bulk, at \$ for 376 lbs.
F.O.B. cars, Menlo Park, Iselin, Colonia or Rahway, N.J. in carload lots

The buyer to have the benefit of any reduction and to be liable for any advance in freight rates. Any tax on freight bills is to be paid by the buyer. In the event of prepayment of freight or other railroad or terminal charges the buyer shall settle these in cash on presentation of invoice by the seller.

This quotation is intended to cover the entire and actual quantity not to exceed 19,000 barrels of VULCANITE Portland Cement which buyer shall be required to, in fact shall furnish or use in the following described work. If upon investigation it is found that the work described will not require the number of barrels stated above we will reduce this quantity to accord with the requirements of the job.

DESCRIPTION OF WORK Concrete Road New Jersey State Highway Commission
Menlo Park, Iselin, Colonia and Rahway, N.J.

CHARGE FOR BIN TEST.—If cement is held in bins at our Works awaiting result of tests, a charge of 2c. per barrel will be made. We, however, will not agree to hold cement in such bins for a period longer than 45 days except by special arrangement.

Buyer shall have no right to assign this contract. The material covered by it is sold to the buyer upon the representation that it is purchased for use in the construction of work referred to. Use of the cement in any other work than that specified, or disposition of it for any other purpose, or resale of it for use in other than above described work, shall give the seller the option to terminate this contract and to refuse to deliver any more cement under it.

This quotation is void unless accepted within fifteen (15) days from this date.

We send you this proposition in duplicate; upon our receiving one of the copies accepted by you in writing, it shall constitute a contract between us, subject to execution in writing by this company.

If at any time during the year 1919 the Vulcanite Portland Cement Co. reduces its price at above destinations the prices

Remarks named in this contract will be reduced accordingly on all unshipped balances at date reduction is made.

The Vulcanite Portland Cement Co. will agree to ship under this contract a total 3000 bbls. per day.

Respectfully yours,

VULCANITE PORTLAND CEMENT CO.

Accepted..... day of.....

At.....

(Signature).....

Manager of Sales.

Govt. Ex. No. 320

ALPHA PORTLAND CEMENT COMPANY

GENERAL OFFICES: EASTON, PA. May 16, 1919.

R. H. Extor, Business Agt.,
State Highway Commission of New Jersey,
1001 Broad Street Bank Bldg.,
Trenton, N. J.

Dear Sir:

We are pleased to submit quotation on cement
for use in State Highway from Menlo Park to Rahway, N. J.

The entire quantity of 15,000 barrels mentioned
in Information Sheet of May 10, 1919 issued by the State High-
way Commission of New Jersey will be available for shipment
immediately after order is placed with us.

If we are awarded this contract we will furnish
a personal bond in a sum equal to the amount of the order.

Yours very truly,

ALPHA PORTLAND CEMENT COMPANY,

EPW-LC.

E. P. Williams
District Sales Manager.

ALPHA PORTLAND CEMENT COMPANY

May 16, 1919.

R. H. Exton, Business Agt.,
State Highway Commission of New Jersey,
1001 Broad Street Bank Bldg.,
Trenton, N. J.

Dear Sir:

We quote you subject to all the terms, conditions and limitations on both sides hereof on ALPHA PORTLAND CEMENT for work herein described; and for shipment according to contract requirements.

In various lots, f. o. b. cars Menlo Park, Iselin or Rahway, N. J.

In cloth sacks \$ 2.82— per standard barrel (376 lbs. net).

If shipped in paper sacks thirty-five (35c) cents per barrel less than cloth price.

If shipped in bulk sixty-five (65c) cents per barrel less than cloth price.

The price of cement stated herein is based on the freight rates in effect at the present time and is subject to advance or reduction as the freight rates may be advanced or reduced. This price will be advanced to the extent of any additional war taxes on transportation charges on cement imposed by the Government.

This quotation is intended to cover the actual quantity (estimated at 19,000— barrels) of ALPHA PORTLAND CEMENT for use in the following described work:

DESCRIPTION OF WORK. For use in New Jersey State Highway from Menlo Park to Rahway, N. J. If this cement is to be set aside in special bins at our mill and held for just prior to shipment there will be an additional charge of \$ per barrel for this bin service. Any decline in our market price during 1919 shall apply to shipments under this quotation made after date of reduction and during such period as our lower market price is in effect.

Terms of Payment: On approved credit, 5 cents per barrel off for cash in ten days from date of invoice, or 30 days net from date of invoice. If, during the performance of the work, the financial responsibility of the purchaser becomes impaired or unsatisfactory to the ALPHA PORTLAND CEMENT COMPANY, cash payments with above discount must be made before shipment, or satisfactory security must be given by the purchaser.

This quotation shall not be binding upon this Company unless accepted in writing by the purchaser on or before

May 31, 1919.

Awaiting the favor of your acceptance, we remain,

LC.

Yours very truly,

ALPHA PORTLAND CEMENT COMPANY

By *E. P. Williams*

ACCEPTANCE: I (we) hereby accept the price, terms and all conditions and limitations of the above special quotation and agree to execute promptly a contract therefor on your regular Memorandum of Agreement form, covering Portland Cement required and used for the work described.

Dated

Purchaser.

[fol. 1378]

Govt. Ex. No. 321

Manning Freeman & Son

Metuchen, N. J.

Metuchen, N. J., May 17th, 1919.

State Highway Commission of New Jersey.

GENTLEMEN: We will furnish 19000 Barrels more or less of Edison portland cement in cloth bags for \$2.77 Per Barrel and 19000 Barrels more or less in Paper bags for \$2.42 Per Barrel. cloth bags redeemable at 15 cts each Paper bags not redeemable.

Cement to be delivered F. O. B. cars at Menlo Park—Iselin—Colonia and Rahway N. J. Empty cloth Bags to be returned in bundles of 50 bags each and returned to the Mill by you Freight prepaid, mill count and inspection to govern.

Terms—Five cents per bbl. Discount for cash in Ten days from date of Invoice. Should there be a reduction in the market price of Edison Cement during the life of this contract, we will give you the benefit of such deduction on the unshipped balance at the time this reduction becomes effective.

In the event of our being favored with this order the Edison Cement Co will be pleased to accord the State Highway Samplar [fol. 1378½] every facility for drawing samples of cement as cars are loaded at their mill, further they will forward to the State Highway Dept a copy of laboratory report of every car shipped against Contract.

This quotation is subject to any increase or decrease in Freight rates during the life of this contract.

We understand that the State Highway Dept does not have to pay war tax on shipments of cement by filing a certificate with the Rail Road Co at point of shipment if this is correct we will deduct the war tax from Invoice.

Edison portland cement Co claim they can take care of daily shipments in the neighborhood of 12000 barrels.

Yours truly, Manning Freeman & Son.

[fol. 1379]

Edison Portland Cement Co.

8 West 40th Street, New York

May 15th, 1919.

M. Freeman & Son, Metuchen, N. J.

GENTLEMEN: Having reference to your advice that you propose submitting a quotation on Edison Portland Cement to cover the 19,000 some odd barrels to be purchased by the New Jersey State Highway Commission for roadwork in the vicinity of Menlo Park, Iselin, Colonia and Rahway, N. J., bids on which are to be received

May 19th, beg to advise you that in accordance with the request for such information contained in the "Information Sheet" issued by the New Jersey State Highway Commission, bearing on this matter, at the present time, the Edison Portland Cement Company has approximately 450,000 barrels of the highest grade of cement in its bins at New Village, N. J., and as it is our purpose to continue the manufacture of our product to the full capacity of our Mills, we anticipate that we will have practically this stated quantity of cement on hand throughout the active building season. Our loading and shipping facilities can take care of daily shipments in the neighborhood of 12,000 barrels, assuring a dependable source of supply.

We might add that in the event of our being favored with this business, it would be our purpose to give this preferred handling with [fols. 1379½ & 1380] shipments exactly as desired by the Highway Department.

Yours very truly, R. A. Wetzler, District Sales Manager. 2/J.

[fol. 1381]

Govt. Ex. No. 322

Manning Freeman & Son

Metuchen, N. J.

May 17th, 1919.

State Highway Commission of New Jersey.

GENTLEMEN: We will furnish 19000 Barrels more or less of Atlas Portland Cement in Cloth bags for \$2.77 per Barrel and 19000 Barrels more or less in paper bags for \$2.42 per Barrel. cloth bags redeemable at 15 cts each paper bags not redeemable.

Cement to be delivered F. O. B. cars at Menlo Park—Iselin—Colonia and Rahway N. J. empty cloth bags to be returned in bundles of 50 bags each and returned to the mill by you Freight prepaid, mill count and inspection to govern.

Terms—Five cents per bbl. discount for cash in ten days from date of invoice, should there be a reduction in the market price of Atlas Portland cement during the life of this contract we will give you the benefit of such reduction on the unshipped balance, at the time this reduction becomes effective.

This quotation is subject to any increase or decrease in Freight rates during the life of this contract.

[fol. 1381½] We understand that the State Highway Dept does not have to pay war tax on shipments of cement by filing a certificate with the Rail Road Co. at point of shipment, if this is correct we will deduct the war tax from Invoice. The Atlas Portland Cement Co will guarantee to ship on any schedule you may want up to 2000 barrels per day.

Yours truly, Manning Freeman & Son.

The Atlas Portland Cement Company
30 Broad Street, New York

May 16, 1919.

Manning Freeman & Son, 707 Middlesex Avenue, Metuchen, N. J.

GENTLEMEN: We understand that you are submitting a bid to the State Highway Commission of New Jersey on the Portland Cement requirements of paving State Route # 2, Section # 2, running from Menlo Park to Rahway, N. J.

[fol. 1382] If this contract is placed for Atlas Portland Cement we will guarantee to ship on any schedule they want, up to 2,000 barrels per day.

Very truly yours, The Atlas Portland Cement Company,
by H. F. Dowd, District Sales Manager. SAP:EHT.

[fol. 1383]

Govt. Ex. No. 324

The Allentown Portland Cement Co.
Allentown, Pennsylvania

March 24, 1919.

Mr. W. G. Thompson, State Highway Engineer, Trenton, N. J.

DEAR SIR: We wish to refer to your letter of the 12th instant, and also wish to apologize for delay in answering same, but the writer has been away for ten days, just returning Friday night.

We note you ask for price F. O. B. the plant, but our policy has always been to make a delivered price in order that we can compete with other cement manufacturers.

We will be very glad, therefore, to have you advise us at what points you will likely use cement so that we can send you quotations for these different destinations.

In the writer's opinion, he does not believe that there will be any reduction in the price of cement.

Very truly yours, The Allentown Portland Cement Co.
R. L. Cope, Manager of Sales. RLCope/RES.

[fol. 1383½]

Govt. Ex. No. 325

Alpha Portland Cement Company
Easton, Pa.

March 17, 1919.

Mr. W. G. Thompson, State Highway Engineer, Trenton, N. J.

DEAR SIR: We have your favor of the 12th inst. relative to prices on Alpha Portland Cement.

Our past experience has shown very conclusively that dealers and consumers of cement are not interested in our f.o.b. mill. They require in practically all cases, a price delivered at destination. In view of this general demand on the part of our trade, we have put in the policy of quoting prices delivered on cars at destination.

There are other reasons why a mill price is not practical. As all, or at least a very great portion, of our cement must of necessity be distributed through dealers and if we were to quote mill prices, it might easily interfere with the established custom of dealers' distribution. If we quote mill prices, then the cement becomes the property of the purchaser at our mill and could be shipped to any point designated by him and we would have no further control over [fol. 1384] the shipment. You will readily see that this would conflict with the present method of distributing cement through dealers.

In order to give you a general idea of the present prices, but without making any formal quotation, I might state that generally speaking, our quotations at this time are made on the basis of \$3.00 per barrel in cotton f.o.b. our mill with freight rate and war tax to destination added. In this price is included four cotton bags which are re-purchased by us at 25¢ each when returned to our mill in good condition, freight prepaid, subject to our count and inspection. This price would fluctuate to some extent depending on local dealer conditions. You understand of course that so far as possible on work of this character, we would want the quotations made by local dealers as they are in position to perform services to the contractors, the cost of which may vary in different localities.

As regards your inquiry relative to any reduction in the price of cement, I would state that at the present time there is absolutely nothing in our manufacturing conditions which would warrant any reduction in the price of Alpha Portland Cement. There has been practically no decline in labor, coal or other materials entering into the manufacture of cement. If you will investigate carefully the present manufacturing conditions, we are sure you will find our present price on Portland Cement entirely reasonable.

If you should wish any further information regarding our prices or conditions of sale, we would be glad to have one of our executives [fol. 1384½] call on you at your convenience to go into this matter fully.

Yours very truly, F. M. Coogan, Second Vice-President.
FMC-LC.

March 18, 1919.

Mr. F. Coogan, 2nd Vice-Pres. Alpha Portland Cement Co., Easton,
Penna.

DEAR SIR: Thank you for the information contained in your letter of March 17 relative to the price of cement f.o.b. your mill, in reply to our request of March 12.

Very truly yours, — — —, State Highway Engineer.
WGT/O'B.

[fol. 1385]

Govt. Ex. No. 326

State of New Jersey
State Highway Commission
Trenton

March 12, 1919.

GENTLEMEN: The State Highway Commission of New Jersey at its last meeting on March 6 directed its Engineer to secure from each of the cement manufacturers in business east of the Mississippi River a price per barrel at which it will sell cement f.o.b. the plant.

This price, it is expected, will be the one obtaining at the time the quotation is made. It is also requested that you make a statement as to whether or not, in your opinion, there will be a reduction in the price of cement, at the plant, within the next few weeks.

Very truly yours, W. G. Thompson, State Highway Engineer.

WGT/O'B.

[fol. 1385½]

Govt. Ex. No. 327

The Atlas Portland Cement Company
New York

March 21, 1919.

Mr. W. G. Thompson, State Highway Engineer, State of New Jersey
State Highway Commission, Trenton, N. J.

DEAR SIR: Answering your inquiry relative to price per barrel on Atlas Portland Cement.

Our prices are quoted f. o. b. cars destination, based on \$3.00 per barrel at our Plant at Northampton, Pa., plus freight. The above named price per barrel includes four (4) cloth sacks, which will be repurchased by us when returned to our Plant in good condition, at 25¢ each, equivalent to \$1.00 per barrel.

It is our policy to market our product on as reasonable a basis of selling price as is consistent with fair return, and should conditions in the future—which we cannot foresee at present—become more [fol. 1386] favorable, it will give us pleasure to accommodate our selling prices to a decreased cost of manufacture.

Yours very truly, The Portland Cement Company, by W. A. Holman, Assistant to the President. WAH:MK.

Coplay Cement Manufacturing Company

New York

March 17, 1919.

W. G. Thompson, State Highway Engineer, Trenton, N. J.

DEAR SIR: We are in receipt of your favor of the 12th inst. in reference to the price of cement, and the prospects for a change in the near future.

It is difficult for us to give you a price f. o. b. plant, without knowing the destination where the cement will be used. We have marketed our product in the State of New Jersey largely through dealers in building material, and we have agents at various points, some of whom we have done business with for many years. When construction work comes up in the territory where our customers operate, it is our policy to communicate with them and quote prices which [fol. 1387] are agreeable to all concerned. These local conditions are not the same at all points.

In reply to your question as to whether or not, in our opinion, there will be a reduction in the price of cement within the next few weeks, we would say that we can see no reason for a reduction in the price of cement. Our costs have not been reduced and there are no indications of reduction in the price of labor.

Cloth bags, however, are somewhat cheaper than they were last year. This, we understand, is not due so much to the lower price of cotton, as to the fact that mills which were turning out material for Government uses have gone back to the manufacture of cotton duck, which we use in cement bags. This material was not being made last year in sufficient quantity and the shortage had the effect of increasing the cost of bags to an abnormal basis, even in the midst of last year's war prices. There may be some reduction in the price we charge the buyer for bags, but this will have small bearing on the price of cement, as we credit the bags when returned at the same price which we charge for them, and a lower price for bags would only mean that the buyer would save the amount of the reduction on such bags as were not returned. The U. S. Department of Labor has recently issued a bulletin in which the opinion is stated that the high cost of all building material is with us to stay and that it is idle to expect a return to pre-war conditions, or any material reduction as long as the high cost of living necessitates a high wage of labor.

Very truly yours, Coplay Cement Mfg. Co. J. F. Twamley,
General Sales Manager. JFT-AG.

[fol. 1388]

GOVT. EX. NO. 329

Dexter Portland Cement Company
New York City

March 19th, 1919.

Mr. W. G. Thompson, State Highway Engineer, Trenton, N. J.

DEAR SIR: Replying to your March 12th letter, would advise it is not our policy to quote prices or sell our cement f. o. b. our plant at Nazareth, Pa. Our quotations are made on a delivered price basis f. o. b. destination. By this method we agree to deliver the cement to the buyer and assume the responsibility for its condition on arrival—otherwise claims for damage etc., would have to be made by the buyer.

In order to assist you in arriving at the information, which it is evidently your wish to secure, we enclose, herewith formal quotation showing present price of Dexter Portland Cement at Trenton, N. J. We repurchase cloth bags at 25¢ each or on the basis of \$1.00 per barrel. The combined freight and war tax is figured at 37¢ per bbl., [fol. 1388½] using present tariffs and percent of war tax on freight rates to arrive at this figure. By subtracting \$1.37 from the delivered price of \$3.37, we believe you will have the required data.

In regard to your question as to whether a change in price is to occur in the near future, we can only say that our present price is based on the cost of the cement we have on hand and of our present cost of manufacture. If the price of labor, coal and the other materials used by us in manufacturing should decline and the demand for cement should be sufficient for us to run our plant at or near full capacity, the reduction in cost would undoubtedly be followed by a like reduction in our selling price. We do not care to venture a prediction as to how soon labor, coal etc. will return to normal prices.

Regretting that we cannot give you anything more definite, we remain,

Very truly yours, R. W. Hilles, Manager of Sales.

[fols. 1389 & 1390]

Form A

Trade Quotation

Dexter Portland Cement Company
Nazareth, Pa.

March 18th, 1919.

Mr. W. G. Thompson, State Highway Engineer, State Highway
Commission, Trenton, N. J.

DEAR SIR: We quote, for shipment within fifteen (15) days from date of order, in carloads, f. o. b. Trenton, N. J. subject to change without notice, and to terms, conditions and limitations on reverse side hereof:

Dexter Portland Cement in 4 cloth bags at 3.37 per standard bbl. White—Dexter Portland Cement in cloth bags at per bbl., loaded in cars with Dexter so as to make full carload.

Price in paper bags 70¢ per bbl. less than in cloth bags.

This quotation is our present price and applies only to immediate orders.

Prices for specific work requiring deliveries beyond 15 days will be quoted on application, stating name of job, location and number of barrels required to complete the work.

Yours respectfully, Dexter Portland Cement Company. R. W. Hiles, Manager of Sales.

[fol. 1390½]

March 21, 1919.

Mr. R. W. Hiles, Mgr. Sales, Dexter Portland Cement Co., 103 Park Ave., New York City.

DEAR SIR: Receipt is acknowledged of your letter of March 19 in reply to our request of March 12 for prices on cement f. o. b. your mill.

After some calculation we can arrive at what may be the price of cement f. o. b. your mill, which very nearly answers our question, though I must confess I fail to understand the mystery surrounding the mill price of cement.

We were directed by the State Highway Commission to request the price f. o. b. mill from every cement company east of the Mississippi River. Some companies volunteered the information without question; others gave it in an equivocal manner; some refused to give any information. You will readily understand that the State Highway Commission is most apt to deal with the companies that meet its request in a candid, open manner. I would not burden you with this explanation were it not for the fact that your letter is typical of a great many others received from cement companies.

Very truly yours, ———, State Highway Engineer.
WGT/O'B.

Dexter Portland Cement Company
New York City

March 26th, 1919.

Mr. W. G. Thompson, State Highway Engineer, Trenton, N. J.

DEAR SIR: On receipt of your March 21st letter, as you are aware, I endeavored to arrange a meeting with you but failed on both Monday and Tuesday of this week. If you expect to be in Newark on Saturday, I will arrange to meet you at time and place appointed. Please advise me at Nazareth Thursday afternoon or Friday morning, if the above suggestion meets with your approval.

There is no mystery surrounding the mill price of cement. If [fol. 1391½] the consumer would profit by buying the cement f. o. b. the mill, I suppose the cement manufacturers would be willing to make prices in that way. In fact our company has long been

an advocate of quoting and selling in just such manner, but years ago we found our competitors were profiting by guaranteeing delivery and paying all losses and claims for damage in transit and taking the chance that they could collect from the railroad company. Under the encouragement of the Federal Trade Commission practically all the cement companies of the United States have adopted a uniform trade practice in this and many other matters.

I am very sorry that you got the impression that there was any mystery about the price that we expect to net at the mill, because there is no such mystery. Notwithstanding this brief attempt to clear the atmosphere, I still feel that you can ask and I answer a good many questions in a personal conversation that cannot be covered by pages of correspondence. If you agree with me, I hope you can help me find a mutually convenient time for us to meet.

Very truly yours, R. W. Hilles, Manager of Sales. L.

[fol. 1392] Dexter Portland Cement Company

Nazareth, Pa.

3-21-19.

Mr. W. G. Thompson, Highway Engr., Broad St. Bank Bldg.,
Trenton N. J.

MY DEAR MR. THOMPSON: Our Manager of Sales, Mr. R. W. Hilles will be in Trenton N. J. on Monday March 24th, and will call on you at that time in order to give you any information you might desire on the policy of sales adopted by our company.

For any information you wish at this time do not hesitate to call on him for it, and if he is not familiar with it he will be very glad to see that you are put in touch with some one who has it.

Wishing you continued success, I remain

Very truly yours, Geo. W. Mulheron.

[fol. 1392½] Mr. Thompson: Mr. Hilles advises he will be unable to be in Trenton on Wednesday.

He will be in the Robert Treat Hotel, Newark, Saturday morning, and wishes you, if you are in that district, to stop and see him.

Mar. 24.

Mr. Thompson: Mr. Hilles called this afternoon and upon finding you were not in town he wished to know if he could change his appointment to tomorrow, the 25th, at 2:00 P. M.

He also wished to know if he could be advised at the Philadelphia office of the Dexter Portland Cement Co., Land Title Bldg., Phila. if you expect to be out of town and can not see him.

Edward.

Edw.: Tell Mr. Hilles I will be in on Wednesday.

T.

[fol. 1393]

Western Union Telegram

Received at 14 East State St., Trenton, N. J.

New York, Mar. 24, 1919.

W. G. Thompson, State Highway Engrg., Trenton, N. J.:

Your letter received will call at your office two-thirty P. M. today.
R. W. Hilles.(Here follows Government's Exhibit No. 330, marked side folio
pages 1394, 1395, and 1396)

[fol. 1397]

Govt. Ex. No. 331

Giant Portland Cement Company
Philadelphia, Pennsylvania

March 17, 1919.

Mr. W. G. Thompson, State Highway Engineer, State of New Jersey,
State Highway Commission, Trenton, N. J.

DEAR SIR: Your favor of the 12th inst. duly received, and we would ask you to kindly advise us the quantity of cement you will require, point of delivery and period over which same will cover, and we will be very glad indeed to name you price on our good "Old Reliable" "Giant" Portland Cement, as soon as we receive this information.

Awaiting your reply, we remain,

Yours very truly, R. E. Griffith, Vice-President.

[fol. 1397½]

March 18, 1919.

The Giant Portland Cement, Co., Philadelphia, Penna.

GENTLEMEN: Your letter of March 17 does not reply to our request of March 12 for the price of cement f. o. b. your mill.

We do not expect to be immediately in the market for cement in large quantities, but were directed by the State Highway Commission to secure from all cement manufacturers east of the Mississippi River the prices at which cement would be sold at the mill.

We have received satisfactory replies from six cement manufacturers in this district and would very much appreciate advice from you as to the price at which you will sell cement at your mill. Since the question of freight rates does not enter into the matter, we are instructed to secure information upon the mill price, which is all we require.

Very truly yours, — — —, State Highway Engineer.

WGT/O'B.

Govt. Ex. No. 330

EDISON PORTLAND CEMENT CO.

NEW YORK March nineteenth
1 9 1 9

Mr. W. C. Thompson, State Highway Engineer,
State of New Jersey State Highway Commission,
Trenton, NEW JERSEY.

Dear Sir:

Your circular letter of March 12th addressed this company in reference to prices on Portland Cement and our thought with regard to the future market.

Our present quotation on EDISON Portland Cement to the consuming public, f. o. b. our Mills New Village, New Jersey, in carload lots, is -

\$3.00 per barrel in cloth including sacks which are returnable under usual conditions at 25¢ each;

2.30 per barrel in paper bags;

1.95 per barrel in bulk.

We do not anticipate for a considerable length of time any general reductions in price on account of high costs.

In comparing present prices with those of the pre-war period, one must not lose sight of the very considerable increase in labor and transportation. The two items represent the major portion of our costs.

As a further indication of our personal thought on the subject of costs I permit me to say that since January 1st our Mills have been operating their full capacity twenty-four hours per day, seven days per week. If we seriously believed lower costs might offer within the next twelve months, we would not now be accumulating stocks.

We are attaching copy of address by Professor Irving Fisher of Yale University, which you may not have seen, and which, in my opinion, provides the most thorough exposition on present high costs and present high levels.

It is to be understood that the above prices are not a firm quotation, which we should be pleased submit to you upon receipt of detailed information regarding quantity, deliveries, etc.

Yours very truly,

Vice-President and
General Sales Manager.

WMS:G

H. M. Scott

Cement f.o.b. mill.

March 21, 1919.

Edison Portland Cement Co.,
8 West 40th Street,
New York City.

Gentlemen:

I thank you for your reply of March 17 to our request of March 12 for present price of cement f. o. b. your mill.

It is noted that judging from present indications there will be no reduction in the price of cement for some months.

I thank you also for the copy of address by Professor Irving Fisher, of Yale University, on the new price revolution, which goes pretty thoroughly into the matter.

Very truly yours,

State Highway Engineer.

WGT/O'B.

EDISON PORTLAND CEMENT CO.

NEW YORK April 4th, 1919.

Mr. W. B. Thompson, State Highway Engineer,
State of New Jersey Highway Commission,
Trenton, N E W J E R S E Y.

Dear Sir:

Referring to circular letter of March 12th and our reply of the 19th in reference to price on Portland Cement, you will be interested to know of a more or less general reduction in this territory April 1st of 15¢ per barrel, and a reduction in the exchange value of cloth sacks from 25¢ to 15¢ each.

As a matter of fact no reductions in our costs of manufacture have occurred, nor do we expect them to do so within the next nine or twelve months which would warrant such a reduction.

However, in line with the idea and purpose of the Industrial Board of the Department of Commerce, we want to do our part toward stimulating building construction, not alone from a selfish standpoint, but we believe it is the part of good citizenship for each of us in our own capacity to do everything possible to provide employment for our returning soldiers and for the local labor that may be unemployed.

There are real problems facing the world today and it is not sufficient to idly believe that they will adjust themselves.

The many new "isms" of which we seem fed best on unemployment.

With costs continuing at high levels, it is not unreasonable to anticipate possible price advances in view of the tremendous building need.

We trust you will pardon this rather lengthy letter, but inasmuch as the drop in question roughly works out a reduction of about 5¢ per square yard, we thought you would be interested.

Yours very truly,

Wm. Scott
Vice-President and
General Sales Manager.

WES

[fol. 1398] Giant Portland Cement Company
Philadelphia, Pennsylvania

March 22, 1919.

Mr. W. G. Thompson, State Highway Engineer, Trenton, New Jersey.

DEAR SIR: Your favor of the 18th instant duly received, and we have always found that to name other than a delivered price means endless confusion to our friends, as they are then obliged to secure freight rates to different points to show the actual cost to them. Another reason that we refuse to quote other than a delivered price is that the policy of this Company has been not to quote a dealer for delivery outside of his own town, and therefore if we named a mill price to our dealer we felt that he could order the cement diverted while in transit if it was billed to him at a mill price, while by billing it direct to a given point it could not be done under our quotation.

Therefore, as much as we regret it it would be impossible for us to name you other than delivered price but would be very glad indeed to hear from you if you will give us the quantity required, point of delivery, and for what work same is required.

Yours very truly, R. E. Griffith, Vice President. REG/F

[fol. 1398½] Govt. Ex. No. 332

Knickerbocker Portland Cement Company, Inc.,
New York City

March 21, 1919.

Mr. W. G. Thompson, State Highway Engineer, Trenton, N. J.

DEAR SIR: We have your circular letter of March 12th and presume the cement required would be used in the State of New Jersey. Such being the case, would state, we are unable to quote you prices which would be attractive as the freight rates from our mill, which is located at Hudson, N. Y., to points in New Jersey, are so high, that we cannot meet the competition there and secure sufficient revenue to show us a profit on our product.

Very truly yours, H. H. Ward, Sales Manager. HHW:EF.

[fol. 1399]

Govt. Ex. No. 333

The Lawrence Cement Company
No. 1 Broadway, New York

March 15, 1919.

Mr. W. G. Thompson, State Highway Engineer, Trenton, N. J.

DEAR SIR: We are in receipt of your letter of the 12th inst. relative to cement requirements for the State of New Jersey.

Our present price for "Dragon" cement to the State is \$2.00 per barrel at the mill, plus 25¢ each for cotton sacks, plus freight to [fol. 1399½] destination. War tax is also added and if cement is to be tested 3¢ per barrel is charged for that service.

You ask our opinion as to whether or not there will be a reduction in the price of cement within the next few weeks. We are of the opinion that the present manufacturing cost would not justify a reduction, but it is difficult to say what the future will bring forth in that regard. As you know, there are many brands of cement manufactured in what is called the Lehigh Valley district which makes it a highly competitive business and it is probable that one manufacturer could not get more for his goods than another. You can therefore readily understand that it would be very difficult for one manufacturer to express anything except his own opinion. Our opinion is that the price will not be lower in the very near future.

Yours very truly, Frank H. Smith, Sales Manager. FHHS:H.

[fol. 1400]

Govt. Ex. No. 334

Lehigh Portland Cement Co.
Allentown, Pa.

March 18, 1919.

State of New Jersey, State Highway Commission, Trenton, N. J.

GENTLEMEN: In reply to your letter of March 12th inquiring as to our current quotation on cement f. o. b. plant, would explain that our practice is to quote all prices f. o. b. point of destination at which the material is to be used. On general requirements, quotations are made for delivery within a period of 15 days from date of order, while for specific operations, requiring known quantities of cement, we quote for delivery over extended time as the work may require.

If your inquiry contemplates any particular operations we shall be very glad to name quotation if you will be kind enough to inform us as to the delivery points, nature of work, and quantities of cement required.

With reference to your request for a statement of our opinion as to the possibility of an early price reduction on Portland Cement, would

say that it is impossible to definitely forecast the future on this point. [fol. 1400½] The cost of cement manufacture is governed practically by costs of labor and fuel and the ruling market prices are based on manufacturing costs under present conditions. Future changes in the cement market will be governed to a considerable extent by fluctuations in these costs, and it is not possible at this time to state what these changes will be or when they will occur.

Assuring you of our efforts to be of any possible service to you, we are,

Yours truly, Lehigh Portland Cement Company, B. L. Swett,
Eastern Sales Manager. JB.

[fol. 1401]

Govt. Ex. No. 335

Penn-Allen Cement Company,
District Sales Office,
Philadelphia, Pa.

March 17, 1919.

Mr. W. G. Thompson, State Highway Engineer, Trenton, N. J.

DEAR SIR: Your favor of the 12th inst. received and contents noted. We do not quote mill prices, but make all quotations f. o. b. destination. In general, however, our present prices are figured on \$3.00 per barrel at the mill, which includes four cloth sacks at 25 cents each; the destination prices depend upon the freight rate and upon the competition we must meet in the territory where shipment is required.

As to prices, the margin between the cost of manufacturing and selling is very small, and we can see no reduction in the cost of manufacturing in the immediate future. While coal has come down somewhat, it amounts to very little, and even then, the fact is that we have [fol. 1401½] a large supply of coal on hand purchased last fall at the high price, which we must now use, and we know that a good many manufacturers are in the same position. All our supplies and repair parts have been purchased at the high prices also.

We will reduce the price of our cement just as soon as we possibly can, but we can see nothing in the immediate future to warrant any reduction.

Very truly yours, Penn-Allen Cement Company, T. O. Bretherton, Secretary & General Sales Manager. TOB/T.

[fol. 1402]

GOVT. EX. No. 336

Phœnix Portland Cement Co.,
Philadelphia

March 17, 1919.

Mr. W. G. Thompson, City Highway Engineer, Trenton, N. J.

DEAR SIR: We acknowledge receipt of your letter of the 12th inst. It is not our custom to quote prices on Phœnix Portland Cement f. o. b. mill, but rather to quote price delivered at destination. For your information, however, you are advised that our present mill basis is \$3.00 per barrel including the bags. Our quotations are made invariably, however, f. o. b. destination, and our present price at Trenton is \$3.37 per barrel.

I do not feel that I care to express an opinion as to any probable change in the price of cement. You are really able to form just as good an opinion of this as I would be able to give you. We both [fols. 1402½ & 1403] know, however, that the price of labor is not coming down at all, and it looks as though we have entered upon a new price level for all commodities, which will last for some years to come.

Yours very truly, Charles H. Cox, General Sales Manager.

[fol. 1404]

GOVT. EX. No. 337

Vulcanite Portland Cement Co.

New York, March 18th, 1919.

State of New Jersey, State Highway Commission, Mr. W. G. Thompson, State Highway Engr., Trenton, New Jersey.

DEAR SIR: Replying to your favor of March 12th, addressed to our Philadelphia Office, advising of a resolution put through the State Highway Commission at its last meeting on March 6th, directing you to secure from each of the Cement Manufacturers in business east of the Mississippi River a price per barrel at which it will sell f. o. b. the plant.

I beg to advise that it is against the policy of this Company to name prices f. o. b. our Plant. This we have consistently declined to do for the United States Government, Railroads under Government control, Contractors doing Government Work or Railroad Work, or anyone else.

[fol. 1404½] Our prices for delivery to points within the State of New Jersey are based on competition existing at Northampton, Pa., where our largest competitor is located. To this base price is added the freight rate and war tax.

We will be pleased at all times to quote you delivered prices at such points where you may have work. If you will mention those points I will be very much pleased to furnish you a quotation.

Very truly yours, Vulcanite Portland Cement Company,
Albert Moyer, Manager of Sales. AM.

Govt. Ex. No. 339

Edison Portland Cement Co.

March 16th, 1921.

State Highway Commission,
Broad Street Bank Bldg.,
Trenton, N.J.

Attention: Mr. R. W. Wildblood.

Gentlemen:-

In response to your inquiry of
March 15th, we are pleased to submit the following
quotation on 2625 barrels of EDISON PORTLAND CEMENT -

\$3.48 per barrel in cloth bags,

delivered in carload lots, f.o.b. cars Rahway
reformatory, Pennsylvania railroad siding, Rahway,
N.J.

This price includes the value of
the bags for which we will refund 25¢ each when
returned to our mill at New Village, N.J. in good
condition, freight charges prepaid.

If at any time during the life of
this quotation the price of EDISON CEMENT for the
specified destination is less than named herein, cement
shipped during such period of lower prices will be
invoiced at the market price of EDISON in effect at
time of shipment.

Terms of payment: 10¢ per barrel dis-
count for cash paid within ten days from date of
invoice, 30 days net.

This quotation is subject to the
conditions outlined on the reverse hereof and will be
held open for your acceptance within 15 days from
today's date; shipments to be made as desired during
the current calendar year.

Thanking you for the opportunity of
submitting this proposal, and hoping to be favored with
the business, remain

very truly yours,

R. W. Wildblood
District Supervisor.

PAS:JN

FA Sweeney

Govt. Ex. No. 340

ALPHA PORTLAND CEMENT COMPANY

GENERAL OFFICES: EASTON, PA. March 21, 1921

State Highway Commission
Trenton, N. J.

Attention Mr. E. W. Wildblood

Gentlemen:

In accordance with your request of March 15th,
your inquiry #322, we submit herewith quotation on Alpha
Portland Cement.

Hoping to hear from you further, we remain

Yours truly

E. P. Williams
District Sales Manager

KPW LmS

ALPHA PORTLAND CEMENT COMPANY

GENERAL OFFICES EASTON, PA. March 31, 1921

State Highway Commission
Trenton, N. J.

Gentlemen:

In response to your inquiry of the 15th, your #522,
We quote you subject to all the terms, conditions and limitations on both sides hereon on ALPHA PORTLAND CEMENT for work herein described, and for shipment according to contract requirements.

In carload lots, f. o. b. cars. Rahway Reformatory P. R. R. Siding

In cloth sacks @ \$3.51 per standard barrel (375 lb. net).

If shipped in paper sacks 75¢ cents per barrel less than cloth price.

If shipped in bulk one dollar five (1.00) cents per barrel less than cloth price.

The price of cement stated hereon is based on the transportation charges in effect at the present time and is subject to advance or reduction as the transportation charges may be advanced or reduced.

Contract made under this quotation will include the following provision: "Any decline in Cement Company's market price during the life of this agreement shall apply to shipments under this agreement made after date of reduction and during such period as the lower market price may be in effect."

This quotation is intended to cover the actual quantity (estimated at 2625 barrels) of ALPHA PORTLAND CEMENT for use in the following described work.

DESCRIPTION OF WORK: New Jersey State Highway Job at Rahway, N. J.

Terms of Payment: On approved credit, 10 cents per barrel off for cash in ten days from date of invoice, or 30 days not from date of invoice. If, during the performance of the work, the financial responsibility of the purchaser becomes impaired or unsatisfactory to the ALPHA PORTLAND CEMENT COMPANY, cash payments with above discount must be made before shipment, or satisfactory security must be given by the purchaser.

This quotation shall not be binding upon this Company unless accepted in writing by the purchaser on or before

March 25th

Awaiting the facts of your acceptance, we remain,

Yours very truly,

ALPHA PORTLAND CEMENT COMPANY

By

E. P. Williams

ACCEPTANCE: I (we) hereby accept the price, terms and all conditions and limitations of the above special quotation and agree to execute promptly a contract therefor on your regular Memorandum of Agreement form, covering Portland Cement required and used for the work described.

Dated

Purchaser

[fols. 1405 & 1406] Govt. Ex. No. 338

Vulcanite Portland Cement Co.

New York, March 21, 1919.

Mr. L. C. Morton, Phoenix Portland Cement Co., Phila, Pa.

DEAR SIR:

Roads—New Jersey

Attached is a copy of letter received from the State Highway Commission, Trenton, N. J., which is in answer to my letter of March 18th, declining to name prices at our Plant.

I would be very much pleased if you will kindly favor me with a copy of your answer to the request of the State Highway Commission for F. O. B. Mill prices.

Yours very truly, Vulcanite Portland Cement Company, Albert Moyer, Manager of sales.

(Here follow Government's Exhibits Nos. 339 and 340, marked side folio pages 1406¹/₂-1409, inc.)

[fol. 1410] Govt. Ex. No. 341

Vulcanite Portland Cement Co.

New York City, March 17, 1921.

State of New Jersey, State Highway Commission, Trenton, New Jersey.

Attention: Mr. R. W. Wildblood

Re Quotation—Rahway Reformatory #322

GENTLEMEN: Answering your circular letter of March 15th, we are very pleased to enclose quotation naming you price on 2,625 barrels of Vulcanite Portland Cement, delivered F. O. B. cars, Rahway Reformatory siding, Rahway, N. J.

Yours very truly, Vulcanite Portland Cement Company, T. G. Barr, Asst. Manager of Sales. TGB:F. Encl.

[fol. 1410½] Vulcanite Portland Cement Company

Specific Job Quotation

Job #331

Main Office, Land Title Bldg., Philadelphia

Albert Moyer, Manager of Sales

New York, March 17th, 1921.

Messrs. ———, State of New Jersey, State Highway Commission,
Trenton, N. J.:

We quote you on the full Portland Cement requirements of the following described work but not exceeding the estimated requirements of 2,625 barrels of Vulcanite Portland Cement. The cement shall only be ordered and shipped, as nearly as practicable, to meet the necessities of the work, it being understood, however, that under no circumstances shall the Cement Company be obligated to ship hereon more than 2,625 barrels during any 30 consecutive days nor subsequent to December 31st, 1921.

Price:

Vulcanite Portland Cement in 4 cloth sacks, at \$3.63 per standard bbl. including the sacks.

Vulcanite Portland Cement in 4 paper bags, at \$2.88 per standard bbl. including the bags.

Vulcanite Portland Cement in bulk, at \$2.63 for 376 lbs., equivalent to one (1) barrel net weight.

[fols. 1411 & 1412] F. O. B. cars, Rahway Reformatory siding, Rahway, N. J., in carload lots.

Description of work: (Work to be described).

Terms of payment:

Thirty days net or ten cts. per barrel discount for payment in full within ten days from date of invoice.

This quotation is void unless accepted within 15 days from date.

The acceptance of this quotation, verbally, or in writing, will not form a contract or obligate the Cement Company. Should the Purchaser wish to place orders under this quotation for the work herein specified, the acceptance of such orders by the Cement Company shall be at its option and subject to execution of formal contract covering the quantity and date of shipments required for the work specified, subject to all limitations as set forth in the contract.

Respectfully, Vulcanite Portland Cement Company, Albert
Moyer, Manager of Sales.

[fol. 1412½]

Govt. Ex. No. 342

Salles Office Pennsylvania Cement Company, 42nd St. Building

New York, March 18, 1921.

State of New Jersey, State Highway Commission, Trenton, N. J.

Attention: Mr. A. Lee Grover

DEAR SIR: Your request for quotation #322.

We are pleased to submit the following proposition on 2,625 barrels of Pennsylvania Portland Cement.

Price \$3.53 per barrel in cloth bags, f. o. b. cars Rahway Reformatory P. R. R. Siding, Rahway, N. J.

[fol. 1413] This price includes the value of the cloth bags which are redeemable at twenty-five cents each when returned to our mill in good condition, freight prepaid.

We also allow a discount of ten cents per barrel for cash in ten days from date of invoice.

This quotation contemplates shipment as required prior to December 1st, 1921, and will be held open for your acceptance up to and including ten days from the above date.

We are in a particularly good position to take care of the requirements of this job and hope that you will give our price your most favorable consideration.

Yours very truly, Pennsylvania Cement Company, A. J. Stanford, Assistant Sales Manager. AJS:AS.

[fol. 1413½]

Govt. Ex. No. 343

Geo. M. Friese

Coal, Masons' Materials, and Farm Machinery

Hazelwood Avenue near Main Street

Rahway, N. J., March 15, 1921.

New Jersey State Highway Commission, Mr. T. J. Wasser, State Highway Engineer, Trenton, N. J.

DEAR SIR: Confirming telephone conversation this morning with Mr. Sherburn, I quote on Lehigh or Alpha Portland Cement delivered in carload lots F. O. B. at the N. J. Reformatory siding at Rahway, N. J., for road work at the N. J. Reformatory.

In cloth sacks \$3.60 per standard barrel including four (4) sacks. Discount of 10 cents (10¢) per barrel for payment in full including sacks within 10 days from date of shipment.

A rebate of 25 cents each for empty sacks return bearing the brand purchased and in serviceable condition.

Yours very truly, Geo. M. Friese.

(Here follows Government's Exhibit No. 344, marked side folio pages 1414-1417, inc.)

[fol. 1418]

GOVT. EX. No. 345

Security Cement and Lime Co.

Hagerstown, Md., May 18, 1916.

Mr. Joseph E. Thropp, Everett, Penna.

DEAR SIR: Your favor of the 16th inst. received this morning and we accordingly attach formal quotation covering approximately 1,500 barrels of Security Portland cement to be shipped out to you prior to August 1st, 1916, as requested.

This quotation is made in duplicate, one of which we would be glad to have you sign and return and upon receipt of which we will be prepared to fill your orders for Security Portland cement immediately, every bag of which will carry our guarantee following it for quality.

We desire very much to have you use Security on this work and are confident that we can take care of your business most satisfactorily.

[fol. 1418½] Awaiting your reply, we are,

Very truly, Security Cement & Lime Company, J. K. Barbour,
General Sales Manager. PCS:RT.

P. S. The experience of our many Security Customers is that the price is often forgotten when the quality is still remembered.

Security Cement & Lime Company

Specific Job Quotation

Hagerstown, Md.

Contract No. —

Hagerstown, Md., May 18th, 1916.

Mr. Joseph E. Thropp, (Earlston) Everett, Penna.

DEAR SIR: For Shipment according to contract requirements, between this date and August 1st, 1916, (subject to all the terms, conditions and limitations on both sides hereof), quantity to be shipped not to exceed, however, — bbls, within any one month—we quote [fols. 1419 & 1420] you:

Security Portland Cement in 4 cloth sacks at \$1.88 per standard bbl., including the sacks.

Govt. Ex. No. 344

*The Atlas Portland Cement Company,
30 Broad Street,
New York.*

March 18, 1921.

New Jersey State Highway Department,
Broad Street Bank Building,
Trenton, N. J.

Gentlemen:

We are in receipt of your communication of March 15th - your Reference No. 322, requesting our quotation on twenty-six hundred and twenty-five (2625) barrels of ATLAS Portland Cement delivered f.o.b. cars Hamway, N. J., Reformatory, P. R. R. siding, and in compliance with your request, we are enclosing herewith our formal quotation naming you price on this amount.

We are in a position to make prompt shipment and if favored with your order, will give it our careful and earnest attention.

We are very grateful to you for this inquiry and hope to have the pleasure of receiving your order.

Yours very truly,

THE ATLAS PORTLAND CEMENT COMPANY

E. J. Jones
District Sales Manager

1416
&
1417

507 2 344-2

C

The ATLAS PORTLAND CEMENT COMPANY

New Jersey State Highway Department,
Broad Street Bank Building,
Trenton, N. J.

March 18, 1921.

SPECIFIC JOB QUOTATION No. 12031-8

We quote you on "ATLAS" Portland Cement for shipment prior to December 31, 1921.

\$3.63	per barrel in 4 cloth bags
\$2.88	per barrel in 4 paper bags
\$2.63	per barrel in bulk

all in car load lots, f. o. b. cars Railway, N. J., B&O, P.R.R. Siding

Any shipments made during 1921 on a contract placed under this quotation, will be at the current destination price on "ATLAS" Portland Cement on the date of shipment, if such price is below the destination price herein mentioned.

The above price includes a charge of 25¢ each for cloth sacks. If at any time the cost of new cloth sacks to us shall be in excess of 25¢ each, the above price for deliveries thereafter shall, at our option, be increased from time to time, by a sum determined by us not exceeding such excess. Cloth sacks will be repurchased at the same price at which they are charged out.

If at any time we shall experience such difficulty in securing cloth sacks as, in our opinion, makes shipment in cloth sacks impracticable, then upon 5 days notice to you, we may (until such difficulty is removed) ship in paper sacks at a price of \$2.88 per barrel f. o. b. cars destination, or at your option in bulk at a price of \$2.63 per barrel f. o. b. cars destination. Paper sacks will not be repurchased by us.

Prices herein quoted are subject to any increase in transportation charges from those now in effect.

Terms of payment: On approved credit 30 days net or 10 cents per barrel discount for PAYMENT IN FULL within 10 days from date of invoice, provided there are no overdue accounts unpaid.

The terms, conditions, and limitations printed on the reverse of this quotation are made a part hereof as fully as if written here.

This quotation is intended to cover the full Portland Cement requirements of the work herein described, but not exceeding the estimated requirements of 2,625 barrels of "ATLAS" Portland Cement.

DESCRIPTION OF WORK: State Highway work at Railway, N. J.

This quotation is for acceptance prior to April 3, 1921.
We hope to be favored with your order

Yours very truly,

THE ATLAS PORTLAND CEMENT COMPANY.

By

E. J. Jones

ACCEPTANCE: Please enter my (our) order in accordance with this quotation, as I (we) have the contract for the work described. I (we) hereby accept the price and all the conditions of the above Specific Job quotation and agree, at your option, to execute promptly a contract therefor on your regular Specific Work Sales form, covering Portland Cement required to be used for the work described. Any contract hereafter so executed either with you (the Atlas Company) or by your consent with a retail building material dealer, shall be substituted for this acceptance and shall constitute the only contract covering this work.

Purchaser.

Cement Contract in Triplicate

THE SAXTON SUPPLY STORE of SAXTON, BERGESS COUNTY, PA.
hereinafter called the SELLER, sells and
J. E. THROPP
of EARLSTON, EVERETT, P.O., hereinafter called the PURCHASER, purchases Lehigh Portland Cement
on the following terms and conditions:

The Purchaser does hereby represent to the seller that 1,000 barrels of cement are to be
used in the construction of buildings and repairs to present structures around
furnaces of J. E. Thropp
for which construction the Purchaser has contract and that he hereby purchases 1,000
barrels of Lehigh Portland Cement from the Seller for use in such work, and that no portion thereof will be used for any other purposes.

PRICE \$1.85 per standard barrel, including four cloth sacks

This price is based upon the present freight rate, and is subject to any advance or reduction as the freight rate may be advanced or reduced.

PLACE OF DELIVERY:

F.O.B. EARLSTON, KEARNEY, MELROSE, & SAXTON

TIME OF DELIVERY:

As desired by purchaser in order lead into previous to January
1st, 1917

The Purchaser shall give the Seller shipping instructions in writing a reasonable time before shipments are to be made; the Seller shall not be obliged, except at his option, to make deliveries after January 1st, 1917. The Seller shall have the right to direct the route by which all shipments hereunder shall be forwarded.

The Seller shall not be responsible for delays in the manufacture or shipping of cement, due to differences with employees, scarcity of labor, accident, inability to secure coke, coal or material, fire, flood, warfare, or other causes not under the manufacturer's control, nor for any delay in transportation.

TERMS OF PAYMENT:

\$5 per barrel for cash in 10 days from date of
invoice - 30 days net.

REPURCHASE OF SACKS:

Purchaser to return sacks

CANCELLATION:

If the Purchaser shall fail to comply with any of the terms, conditions or limitations of this contract, or if any of the Purchaser's representations herein are untrue, the Seller may cancel this contract or any portion thereof, or any other order given to the Seller by the Purchaser, and such cancellation shall in no wise release the Purchaser from unpaid accounts, or from liability to said Seller at the contract price for cement delivered prior to such cancellation.

SPECIFICATIONS:

The cement delivered under this contract is to conform to standard specifications for Portland Cement adopted August 16th, 1900, by the American Society for Testing Materials, with methods of testing prescribed January 1st, 1917, as amended by the American Society of Civil Engineers; or to United States Government specifications for Portland Cement, set forth in Circular of the Bureau of Standards, No. 33.

Executed by the Parties Hereto, this Twenty-fourth day of May 1916,
at Earlston Pa.

WITNES:

Geo. Zeller
John F. Hilling

Saxton Supply Store
By J. E. Thropp
JOSEPH E. THROPP
By J. E. Thropp

LEHIGH PORTLAND CEMENT CO.

1423

Govt. Ex. No. 347

THE LEHIGH PORTLAND CEMENT COMPANY, a corporation of Pennsylvania (hereinafter called the "Cement Company") sells, and Saxton Supply Store, Saxton, Pa.,

(hereinafter called the "Purchaser") purchases, Lehigh Portland Cement on the following terms and conditions:

The Purchaser does hereby represent to Cement Company that One Thousand (1,000) barrels of cement are to be used in the construction of Remodeling Plants of J. E. Thropp of Earlston, Pa. Plants at Kearney, Melrose, Earlston and Saxton, Pa. Work to be done by Owner.

and that he hereby purchases One Thousand (1,000) barrels of Lehigh Portland Cement from the Cement Company, for use in such work; and that no portion thereof will be used for any other purposes, whatsoever.

PLACE OF DELIVERY: Kearney, Pa. Melrose, Pa. Earlston, Pa. Saxton, Pa.

TIME OF DELIVERY: Prior to December 31, 1916.

The Purchaser shall give the Cement Company shipping instructions, in writing, a reasonable time before shipments are to be made, the Cement Company shall not be obliged, except at its option, to make deliveries after 046. 31, 1916. The Cement Company shall have the right to direct the route by which all shipments hereunder shall be forwarded.

The Cement Company shall not be responsible for delays in manufacture or shipping, due to strikes, differences with employees, scarcity of labor, accident, inability to secure cars, coal or material, fire, flood, warlike, or other causes not under its control, nor for any delay in transportation.

PRICE: Per standard barrel, including package, \$1.83 cloth \$1.53 paper.

This price, which is special, has been given the Purchaser, by the Cement Company, because of the Purchaser's representations as to the use of the cement.

PAYMENT: Net cash in thirty (30) days, or five cents (5c) per barrel discount for cash in ten (10) days from date of invoice. Payable in New York or Chicago Exchange.

Sacks must be paid for at the same time as cement.

If, at any time, the financial responsibility of Purchaser becomes impaired or unsatisfactory to the Cement Company, it reserves the right to require payments in advance, or satisfactory security or guarantee that invoices will be promptly paid when due.

If Purchaser fails to comply with terms of payment, the Cement Company reserves the right to cancel unfilled portion of any contract or order, Purchaser remaining liable for all unpaid accounts.

PACKAGE: Cement to be packed in If cement is shipped in cloth sacks, the Cement Company will repurchase from the original Purchaser, at ten cents (10c) each, the empty cloth sacks bearing the Lehigh brand, which are received by it in good condition, freight prepaid, at its works at West Coplay, Penna., or New Castle, Penna., within ninety (90) days from date of shipment of cement.

Claims for loss or damage will not be considered unless supported by seal record and Railroad agent's acknowledgment on freight bill. Freight over charge claims must be accompanied by original receipted freight bill.

CANCELLATION: It is understood and agreed by the parties hereto, that if any of the representations made by said Purchaser to Cement Company in and about securing the execution of this contract by Cement Company, are untrue, or, if any of the cement delivered hereunder is used for any purpose other than as represented, then, and in such case, upon learning thereof, the Cement Company may cancel this contract, or the undelivered portion thereof, or any other order given to the Cement Company by said Purchaser, and such cancellation shall in no wise release said Purchaser from unpaid accounts, or from liability to said Cement Company at the contract price for cement delivered prior to such cancellation.

SPECIFICATIONS: The cement delivered under this contract is to conform to standard specifications for Portland Cement adopted August 15, 1909, by the American Society for Testing Materials with methods of testing recommended January 17, 1912, as amended by the American Society of Civil Engineers, or to U. S. Government specifications for Portland Cement, as set forth in Circular of the Bureau of Standards No. 33.

ASSIGNMENT OF CONTRACT: This contract shall not be assigned by the Purchaser, except upon written assent thereto by the Cement Company.

Executed by the parties hereto, this 24th day of May 1916 at Allentown, Pa.

Saxton Supply Store
PURCHASER'S SIGNATURE:

J. E. Thropp

May 26 - 1916

LEHIGH PORTLAND CEMENT CO.

By R. L. Smith
General Sales Manager

Approved J. H. Jones
Secretary

14234

LEHIGH PORTLAND CEMENT CO.

ALLENTOWN, PA., June 3rd, 1916.

"SATURDAY"

Saxton Supply Store,

Saxton, Pa.

Gentlemen:

Attached hereto is approved copy of Memorandum of Agreement covering the sale to you of 1,000 barrels Lehigh for use at the plants of J. E. Thropp.

The agreement has been entered as contract #2742 and we ask that you kindly specify this number with your shipping instructions.

Assuring you of our hearty appreciation of this business and that it will be our endeavor to serve you to your entire satisfaction on this contract, we are,

Yours truly,

LEHIGH PORTLAND CEMENT COMPANY

RJS

B. E. Smith
Eastern Sales Manager

*This contract covers our cement needs on all
our plants - orders for carload lots only
should be sent at all times in the
name of Saxton Supply Store for
shipment to J. E. T. amount of contract
#2742*

JOSEPH E. THROPP

By

J. E. Thropp

Security Portland Cement in 4 paper bags, thirty (30) cents per bbl. less than the cloth package.

F. O. B. Earliston, Melrose, Saxton, Everett, Penna.

This quotation covers the entire and actual quantity (estimated at 1,500 barrels) of Portland Cement which buyer shall furnish or use in the following described work. The estimated quantity is more or less within 10 per cent.

Description of work

Improvements at various furnaces located at above points.

This quotation is for acceptance within 5 days of formal award of contract for work described, but is void if not accepted within 30 days from date hereof.

This proposition is submitted in duplicate; upon our receiving one of the copies accepted by you in writing it shall constitute a contract between us.

Remarks: —.

Very truly, Security Cement & Lime Company.

Accepted — — day of — —, —.

At —

(Signature) — —.

J. K. Barbour, General Sales Manager.

(Here follows Government's Exhibits Nos. 346 and 347, marked side folio pages 1421-1423½, inc.)

[fol. 1424]

Govt. Ex. No. 348

Doc. 14493

Portland Cement Requirements

May 18, 1916.

To the Boston Transit Commission:

The undersigned hereby bids the sum of One Dollar and eighty seven cents, (\$1.87) per barrel for furnishing and delivering f. o. b. cars Boston, 30,000 to 40,000 barrels of Allentown Portland cement which shall contain not over 6½ per cent of alumina by analysis.
(Kind of Cement)

The cement is to be in cotton (4 bags to the barrel).

The latest date under which an order can be given under the contract is May 30th, 1917.

The Commission is to have the privilege of determining any time before the last order is given the exact number of barrels, be-

tween the minimum and maximum quantity, to be furnished.

The Contractor for construction, or some person authorized by him, or an employee of the Commission in case the cement should be called for by the Commission directly, is to give receipts for the cement as fast as it is obtained and these receipts are to be submitted by the one with whom the order for the cement is placed as the vouchers for his bills against the Commission.

Delivery is to be made f. o. b. cars Boston, at any of the rail- [fol. 1424½] roads entering Boston, as may be designated by the Engineer.

The cement furnished is to be tested in the laboratory of the Boston Transit Commission and is to conform to the standard specifications of the American Society for Testing Materials, except that the test for constancy of volume shall also include the boiling test.

The minimum requirements for tensile strength for briquettes one inch square in cross-section shall be as follows, and the cement shall show no retrogression in strength within the period specified.

Age	Test cement	Strength
24 hours in moist air.....		175 pounds
7 days (1 day in moist air, 6 days in water).....		500 "
28 days (1 day in moist air, 27 days in water).....		600 "
One part cement, three parts Standard Ottawa sand.		
7 days (1 day in moist air, 6 days in water).....		180 pounds
28 days (1 day in moist air, 27 days in water).....		275 "

The cement must be of a brand which has been tested in the laboratory of the Commission and found to be one of the most suitable to withstand the action of salt water. This will be taken into consideration in awarding the contract.

A chemical analysis of each carload is to be furnished by the manufacturer.

The rate of delivery is to meet the requirements of the Commission but is not to exceed 2,500 barrels per week. Order is to be given the dealer — days in advance of required shipment.

The price given includes cement bags, and — cents each will be [fol. 1425] credited for them when received at the warehouse of the undersigned in good condition or 10¢ (ten) cents when received at the mill in good condition.

A rebate of 5¢ (five) cents per barrel is to be allowed on bills covering shipments already made paid within ten days from date of receipt of such bills at the office of the Boston Transit Commission 15 Beacon street, Boston.

The undersigned agrees that any cement already paid for which does not, at the test by the Commission, conform to the specifications of the contract, shall be taken back by him and an equal amount of new cement conforming to the specifications furnished without expense to the Commission.

This offer is open for acceptance until Friday, June 2nd, 1916.

Cement quoted on this proposal to be furnished through J. P. O'Connell & Co., of Dorchester, Mass.

Allentown Portland Cement Co., by Delano F. W. Douglass, Mass. Manager, 120 Tremont St., Boston, Mass.

[fol. 1425½]

Govt. Ex. No. 349

Doc. 14500

Portland Cement Requirements

May 18, 1916.

To the Boston Transit Commission:

The undersigned hereby bids the sum of One Dollar and Eighty Seven Cents (\$1.87) per barrel for furnishing and delivering f. o. b. cars Boston, 30,000 to 40,000 barrels of (kind of cement) Lehigh Portland Cement which shall contain not over 6½ per cent of alumina by analysis. The cement is to be in cotton (4 bags to the barrel).

The latest date under which an order can be given under the contract is July first, 1917.

The Commission is to have the privilege of determining any time before the last order is given the exact number of barrels, between the minimum and maximum quantity, to be furnished.

The Contractor for construction, or some person authorized by him, or an employee of the Commission in case the cement should be called for by the Commission directly, is to give receipts for the cement as fast as it is obtained and these receipts are to be submitted by the one with whom the order for the cement is placed as the vouchers for his bills against the Commission.

[fol. 1426] Delivery is to be made f. o. b. cars Boston, at any of the railroads entering Boston, as may be designated by the Engineer.

The cement furnished is to be tested in the laboratory of the Boston Transit Commission and is to conform to the standard specifications of the American Society for Testing Materials, except that the test for constancy of volume shall also include the boiling test.

The minimum requirements for tensile strength for briquettes one in. square in cross-section shall be as follows, and the cement shall show no retrogression in strength within the periods specified.

Age	Neat cement	Strength
24 hours in moist air	175 pounds.
7 days (1 day in moist air, 6 days in water)	500 "
28 days (1 d " " " 27 " " ")	600 "
One part cement, three parts Standard Ottawa sand.		
7 days (1 day in moist air, 6 days in water)	180 pounds.
28 days (1 d " " " 27 " " ")	275 "

The cement must be of a brand which has been tested in the laboratory of the Commission and found to be one of the most suitable to withstand the action of salt water. This will be taken into consideration in awarding the contract.

A chemical analysis of each carload is to be furnished by the manufacturer.

The rate of delivery is to meet the requirements of the Commission but is not to exceed — barrels per week. Order is to be given the dealer — days in advance of required shipments.

[fol. 1426½] The price given includes cement bags, and — cents each will be credited for them when received at the warehouse of the undersigned in good condition or ten (10) cents when received at the mill in good condition. Freight Prepaid.

[A rebate of — cents per barrel is to be allowed on bills covering shipments already made paid within ten days from date of receipt of such bills at the office of the Boston Transit Commission, 15 Beacon street, Boston.]* Please see terms of payment below.†

The undersigned agrees that any cement already paid for, which does not, at the test by the Commission, conform to the specifications of the contract, shall be taken back by him and an equal amount of new cement conforming to the specifications furnished without expense to the Commission.

This offer is open for acceptance until June second, (2nd), 1916.
Lehigh Portland Cement Company, by C. E. Tileston.

[fol. 1427]

Govt. Ex. No. 350

Doc. 14494

Portland Cement Requirements

May 17, 1916.

To the Boston Transit Commission:

The undersigned hereby bids the sum of One Dollar and eighty seven cents (\$1.87) per barrel for furnishing and delivering f. o. b. cars Boston, 30,000 to 40,000 barrels of (kind of cement) Alpha Portland cement which shall contain not over 6½ per cent. of alumina by analysis. The cement is to be in cotton (4 bags to the barrel).

The latest date under which an order can be given under the contract is June 1st, 1917.

The Commission is to have the privilege of determining any time before the last order is given the exact number of barrels, between the minimum and maximum quantity, to be furnished.

[*Matter enclosed in brackets erased in copy.]

† Terms: Five (5) Cents per barrel discount for payment in full within ten days from date of invoice; thirty (30) days net.

The Contractor for construction, or some person authorized by him, or an employee of the Commission directly, is to give receipts for the cement as fast as it is obtained and these receipts are to be submitted by the one with whom the order for the cement is placed as the vouchers for his bills against the Commission.

Delivery is to be made f. o. b. cars Boston, at any of the railroads entering Boston, as may be designated by the Engineer.

[fol. 1427½] The cement furnished is to be tested in the laboratory of the Boston Transit Commission and is to conform to the standard specifications of the American Society for Testing Materials, except that the test for constancy of volume shall also include the boiling test.

The minimum requirements for tensile strength for briquettes one in. square in cross-section shall be as follows, and the cement shall show no retrogression in strength within the periods specified.

Age	Neat cement	Strength
24 hours in moist air		175 pounds.
7 days (1 day in moist air, 6 days in water)		500 "
28 days (1 day in moist air, 27 days in water)		600 "
One part cement, three parts Standard Ottawa sand.		
7 days (1 day in moist air, 6 days in water)		180 pounds.
28 days (1 day in moist air, 27 days in water)		275 "

The cement must be of a brand which has been tested in the laboratory of the Commission and found to be one of the most suitable to withstand the action of salt water. This will be taken into consideration in awarding the contract.

A chemical analysis of each carload is to be furnished by the manufacturer.

The rate of delivery is to meet the requirements of the Commission but is not to exceed 5,000 barrels per week. Order is to be given to the dealer 3 days in advance of required shipment.

The price given includes cement bags, and — cents each will be credited for them when received at the warehouse of the undersigned [fol. 1428] in good condition or 10 cents when received at the mill in good condition, Alsens, N. Y., freight prepaid.

A rebate of 5 cents per barrel is to be allowed on bills covering shipments already made paid within ten days from date of bills, which is the date of shipment.

The undersigned agrees that any cement already paid for, which does not, at the test by the Commission, conform to the specifications of the contract, shall be taken back by him and an equal amount of new cement conforming to the specifications furnished without expense to the Commission.

This offer is open for acceptance until June 1, 1916.

Alpha Portland Cement Co. Thos. E. Santee, Mgr.

Alpha Portland Cement Company

General Offices: Easton, Pa.

Doc. 14494. File #419

Boston, Mass., May 17, 1916.

Boston Transit Commission, Boston, Mass.

GENTLEMEN: We quote you subject to all the terms, conditions and limitations on both sides hereof on Alpha Portland Cement for work [fol. 1428½] herein described; and for shipment according to contract requirements.

In carload lots, f. o. b. cars Boston, Mass.

In cloth sacks \$1.87 per standard barrel (376 lbs. net) including four (4) sacks.

If shipped in paper sacks thirty (30) cents per barrel less than cloth price.

This quotation is intended to cover the actual quantity (estimated at 30,000 to 40,000 barrels) of Alpha Portland Cement for use in the following described work:

Description of work:

- Requirements to June 1st, 1917.

Terms of Payment: On approved credit, 5 Cents per barrel off for cash in ten days from date of invoice, or 30 days net from date of invoice. If, during the performance of the work, the financial responsibility of the purchaser becomes impaired or unsatisfactory to the Alpha Portland Cement Company, cash payments with above discount must be made before shipment, or satisfactory security must be given by the purchaser.

This quotation shall not be binding upon this Company unless accepted by the purchaser on or before 6/16/16.

Awaiting the favor of your acceptance, we remain,

Yours very truly, Alpha Portland Cement Company, by
Thos. E. Santee, New England Manager.

[fol. 1429] Acceptance.—I (we) hereby accept the price, terms and all conditions and limitations of the above special quotation and agree to execute promptly a contract therefor on your regular Memorandum of Agreement form, covering Portland Cement required and used for the work described.

— — —, Purchaser.

Dated — — —, — — —.

[fol. 1430]

Govt. Ex. No. 351

Doc. 14498

Portland Cement Requirements

May 18th, 1916.

To the Boston Transit Commission:

The undersigned hereby bids the sum of One Dollar and eighty seven cents (\$1.87) per barrel for furnishing and delivering f. o. b. cars Boston, 30,000 to 40,000 barrels of (kind of cement) Saylor's Portland cement which shall contain not over $6\frac{1}{2}$ per cent. of alumina by analysis. The cement is to be in cotton (4 bags to the barrel).

The latest date under which an order can be given under the contract is December 31st, 1916.

The Commission is to have the privilege of determining any time before the last order is given the exact number of barrels, between the minimum and maximum quantity, to be furnished.

The Contractor for construction, or some person authorized by him, or an employee of the Commission directly, is to give receipts for the cement as fast as it is obtained and these receipts are to be submitted by the one with whom the order for the cement is placed as the vouchers for his bills against the Commission.

Delivery is to be made f. o. b. cars Boston, at any of the railroads [fol. 1430 $\frac{1}{2}$] entering Boston, as may be designated by the Engineer.

The cement furnished is to be tested in the laboratory of the Boston Transit Commission and is to conform to the standard specifications of the American Society for Testing Materials, except that the test for constancy of volume shall also include the boiling test.

The minimum requirements for tensile strength for briquettes one in. square in cross-section shall be as follows, and the cement shall show no retrogression in strength within the periods specified.

Age	Neat cement	Strength
24 hours in moist air		175 pounds.
7 days (1 day in moist air, 6 days in water)		500 "
28 days (1 day in moist air, 27 days in water)		600 "
One part cement, three parts Standard Ottawa sand.		
7 days (1 day in moist air, 6 days in water)		180 pounds.
28 days (1 day in moist air, 27 days in water)		275 "

The cement must be of a brand which has been tested in the laboratory of the Commission and found to be one of the most suitable to withstand the action of salt water. This will be taken into consideration in awarding the contract.

A chemical analysis of each carload is to be furnished by the manufacturer.

The rate of delivery is to meet the requirements of the Commission but is not to exceed 2,000 barrels per week. Order is to be given the dealer two days in advance of required shipment.

[fol. 1431] The price given includes cement bags, and — cents each will be credited for them when received at the warehouse of the undersigned in good condition or 10 cents when received at the mill in good condition.

Discount.

A rebate of — cents per barrel is to be allowed on bills covering shipments already made paid within ten days from date of receipt of such bills at the office of the Boston Transit Commission, 15 Beacon street, Boston.

The undersigned agrees that any cement already paid for, which does not, at the test by the Commission, conform to the specifications of the contract, shall be taken back by him and an equal amount of new cement conforming to the specifications furnished without expense to the Commission.

This offer is open for acceptance until June 18th, 1916.

The Coplay Cement Mfg. Co., stands ready to furnish Saylor's Portland Cement for requirements of the Boston Transit Commission with a guarantee that this cement will only show $5\frac{1}{2}\%$ (or less) of oxide alumina. This is probably lower than any other cement manufacturers in this country can show.

A discount of 5¢ per bbl. will be allowed for cash in 10 days from date of Invoice.

Coplay Cement Mfg. Co., 453 Washington St., Boston, Mass.

[fol. 1431½]

Govt. Ex. No. 352

Doc. 14495

Portland Cement Requirements

Boston, Mass., May 18, 1916.

To the Boston Transit Commission:

The undersigned hereby bids the sum of One Dollar and eighty seven cents (\$1.87) per barrel for furnishing and delivering f. o. b. cars Boston, 30,000 to 40,000 barrels of (kind of cement) Atlas cement which shall contain not over $6\frac{1}{2}\%$ per cent. of alumina by analysis. The cement is to be in cotton (4 bags to the barrel).

The latest date under which an order can be given under the contract is June 1st, 1917.

The Commission is to have the privilege of determining any time before the last order is given the exact number of barrels, between the minimum and maximum quantity, to be furnished.

The Contractor for construction, or some person authorized by him, or an employee of the Commission directly, is to give receipts for the cement as fast as it is obtained and these receipts are to be submitted by the one with whom the order for the cement is placed as the vouchers for his bills against the Commission.

Delivery is to be made f. o. b. cars Boston, at any of the railroads entering Boston, as may be designated by the Engineer.

[fol. 1432] The cement furnished is to be tested in the laboratory of the Boston Transit Commission and is to conform to the standard specifications of the American Society for Testing Materials, except that the test for constancy of volume shall also include the boiling test.

The minimum requirements for tensile strength for briquettes one in. square in cross-section shall be as follows, and the cement shall show no retrogression in strength within the periods specified.

Age	Neat cement	Strength
24 hours in moist air		175 pounds.
7 days (1 day in moist air, 6 days in water)		500 "
28 days (1 day in moist air, 27 days in water)		600 "
One part cement, three parts Standard Ottawa sand.		
7 days (1 day in moist air, 6 days in water)		180 pounds.
28 days (1 day in moist air, 27 days in water)		275 "

The cement must be of a brand which has been tested in the laboratory of the Commission and found to be one of the most suitable to withstand the action of salt water. This will be taken into consideration in awarding the contract.

A chemical analysis of each carload is to be furnished by the manufacturer.

The rate of delivery is to meet the requirements of the Commission but is not to exceed 3,500 barrels per week. Order is to be given the dealer 2 days in advance of required shipment.

The price given includes cement bags, and [10]* cents each will be credited for them when received at the warehouse of the undersigned [fol. 1432½] in good condition or 10 cents when received at the mill in good condition.

A rebate of five cents per barrel is to be allowed on bills covering shipments already made paid within ten days from date of invoice.

The undersigned agrees that any cement already paid for, which does not, at the test by the Commission, conform to the specifications of the contract, shall be taken back by him and an equal amount of new cement conforming to the specifications furnished without expense to the Commission.

This offer is open for acceptance until May 23rd, 1916.

Atlas Portland Cement Co., by F. G. Conkling.

[*Figures enclosed in brackets erased in copy.]

[fol. 1433]

GOVT. EX. No. 353

Phoenix Portland Cement Company

Nazareth, Penna., March 17, 1916.

Cement Manufacturers Protective Assoc., 219 Commercial Trust Bldg., Philadelphia, Pa.

Attention: Mr. Charles W. Bacon, Sec'y.

Contract No. 2198-90

DEAR SIR: Referring to your letter of the 16th inst., regarding contract with William Fisher, we are very much surprised to receive the information you give us and will start an immediate investigation. If we find that this contract is "blanket" we will immediately take steps to see that it is cancelled.

Very truly yours, Phoenix Portland Cement Co., Ira L. Gilkyson, Treasurer. ILG/SEW.

[fol. 1433½]

GOVT. EX. No. 354

Vulcanite Portland Cement Co.

New York, March 17, 1916.

Cement Manufacturers' Protective Ass'n, 220 Commercial Trust Building, Philadelphia, Pa.

GENTLEMEN: Please investigate the following contracts of the Dexter Portland Cement Co. through G. H. Allen, Manchester, Conn.

Retaining Wall on Summit St., Wm. Neill, Contr. & Owner. We are advised that no such contract exists, that this work has not yet been let.

Bridge and sidewalks, 3,000 bbls. This is evidently the Town's Contract. With the exception of the sidewalks which have been let to W. F. Potter & Co., who have accepted Giant cement through the Harry F. Hills Lumber Co., there have been no bridges mentioned as yet in the town, the only contract which has been asked for being 1,000 bbls. for use of the town during 1916, on which Mr. Allen quoted \$1.52 in 1,000 to 3,000 bbl. lots.

[fol. 1434] The request by the town for a quotation was not made until January 5, 1916. Our dealer as well as Mr. Allen, knew in 1915 that the town would make such a request but our dealer was advised that he could not place an order or make a contract for work that had not been let or for which no request for bids had been made.

Contract for 8 houses and sidewalks, Hemlock, Summit and Maple Sts., has not yet been let and we do not understand that Mr. E. C. Elliott, who is named as contractor, has this work.

All of these should be cancelled in order that the manufacturer may be protected and the market of Manchester and South Manchester not disturbed.

Yours very truly, Vulcanite Portland Cement Co., Albert Moyer, Manager of Sales. AM.

[fol. 1434½]

GOVT. EX. No. 355

March 21, 1916.

Re Contracts. Mr. Joseph Brobston, Vice-President, Dexter Portland Cement Company, Nazareth, Penna.

DEAR SIR: We attach hereto, communication, asking us for information on contracts which the Dexter Portland Cement Company has with G. H. Allen, Manchester, Conn.

I am attaching copy of the letter received, as it will bring the matter to you clearer than I could.

We shall be very glad to receive information at your convenience.

Very truly yours, Cement Mfgs. Protective Ass'n, by ———, Secretary. HB'L.

[fol. 1435]

GOVT. EX. No. 356

Dexter Portland Cement Co.

Nazareth, Pa., 4-7-16.

Cement Manufacturers Prot. Assn., 219 Commercial Trust Building, Philadelphia, Pa.

GENTLEMEN: Referring to your April 6th letter Contract #6354-71, Manchester, Conn., is being investigated by us and we will report to you in a few days concerning this.

Very truly yours, R. W. Hilles, Manager of Sales. RED:C.

[fol. 1435½]

GOVT. EX. No. 357

Knickerbocker Portland Cement Company,

Manufacturers,

General Sales Office,

New York City

March 30, 1916.

Mr. Charles W. Bacon, Secy., Cement Manufacturers Protective Assn., 219 Commercial Trust Bldg., Philadelphia.

DEAR MR. BACON: I have your letter of March 29th in regard to the cancel-ation of 5,000 barrels on our contract No. 25.

Should not the information that we have canceled these 5,000 barrels be given to each member of the Association?

Yours very truly, Knickerbocker Portland Cement Company,
by H. H. Ward, Sales Manager. HHW:RR.

[fol. 1436]

Govt. Ex. No. 358

March 31, 1916.

Mr. H. H. Ward, Sales Manager, Knickerbocker Portland Cement Company, 30 E. 42d Street, New York City.

DEAR MR. WARD: I have your favor of March 30th, in regard to notifying members of the Association that you have cancelled 5,000 barrels on your contract #25. You are correct in saying the information should be distributed to all members, and it was decided by the Committee on Detail at their meeting in New York, Tuesday, that a weekly letter should be issued from this office, stating all cancellations and all matters upon which information has been asked and closed.

Therefore, as soon as it is possible to compile this letter I am going to send to all members statement of the above of which we have a record.

Very truly yours, Cement Mfgs. Protective Ass'n, by —
—, Secretary B-b.

[fol. 1436½]

Govt. Ex. No. 359

Vulcanite Portland Cement Co.

New York, March 27, 1916.

Cement Manufacturers Pro. Assn., Philadelphia, Pa.

GENTLEMEN: Refer to Atlas contract #2, Pawtucket, R. I. P. L. Monroe—10,000 bbls. for U. S. Mfg. Co. Bldg., F. G. Rowley, contractor. This is a small job, will probably require about 1,000 to 2,000 bbls. Furthermore, P. L. Monroe, we understand, is not a dealer but a broker.

Please take this up with the Atlas Portland Cement Co.

Yours very truly, Vulcanite Portland Cement Co., Albert
Moyer, Manager of Sales. AM.

[fol. 1437]

Govt. Ex. No. 360

August 3, 1916.

Mr. Albert Moyer, Manager of Sales Vulcanite Portland Cement Company, New York, N. Y.

Re Contracts

DEAR SIR: Referring to your favor of March 27th, in which you requested information on Contract #2—Alpha Cement—with P. L.

Monroe, Pawtucket, R. I., we beg to advise that we have today received notice from the Alpha Portland Cement Company to cancel this contract from our records.

Yours very truly, Cement Mfrs. Protective Ass'n, by —
—, Secretary. CWB/W.

[fol. 1437 1/2]

Govt. Ex. No. 361

Vulcanite Portland Cement Co.

Federal Trade Commission
Received
Jan. 8, 1918.
Docket Division.

New York, June 16, 1916.

Cement Mfrs. Protective Assn.,
220 Commercial Trust Bldg.,
Philadelphia, Pa.

GENTLEMEN: Please advise the Millen Cement Co. that it is reported that they are selling John H. Denny, Hamilton, N. Y., as a dealer whereas this party is a contractor entirely. The other dealers in Hamilton are put out and claim their market is being disturbed considerably by the Millen quoting this party as a dealer.

Yours very truly, Vulcanite Portland Cement Co. Albert
Moyer, Manager of Sales. AM.

[fol. 1438]

Govt. Ex. No. 362

Alpha Portland Cement Co.

Easton, Pa.

November 7, 1916.

Mr. Chas. W. Bacon, Secretary Cement Manufacturers Protective Association, Philadelphia, Pa.

DEAR SIR: Please refer to Edison contract A-131-219, 1,000 barrels for garage through Frank P. McCarthy, Syracuse, N. Y. This garage is 50' x 177'; there is no cellar and the walls are of hollow tile. The concrete work has been sub-let and will only require 2 or 300 barrels. The contractor has not yet bought his cement for the job.

Yours very truly, F. M. Coogan, Secretary. FMC/OH.

[fol. 1438½]

Request for Information

Nov. 8, 1916.

Mr. H. M. Scott, Asst. to President Edison Portland Cement Co.,
New York, N. Y.

DEAR SIR: We desire to call your attention to Contract #A-131-219 on last printed list for (brand) Edison, with Frank P. McCarthy. Delivery Point, Syracuse, N. Y.

Remarks:

This garage is 50' x 177'; there is no cellar and the walls are of hollow tile. The concrete work has been sub-let and will only require 2 or 300 barrels. The contractor has not yet bought his cement for the job.

Reply on reverse side.

Received Nov. 13, 1916. C. W. Bacon.

Replying to information on reverse side hereof, we have again visited work's site and find that wall of hollow tile will be used, although originally it was planned to build of concrete, as it was thought a supply of good gravel was on the work's site. We are accordingly reducing our contract from 1,000 barrels to 200 barrels.

O. K. B.

[fol. 1439]

Govt. Ex. No. 363

Lehigh Portland Cement Co.

Allentown, Pa.

November 16, 1917.

Mr. H. S. Gaines, V. Pres. Cement Mfgs. Protective Asso., Philadelphia, Pa.

DEAR SIR: Stamford, Conn., is a point at which local conditions have been considerably demoralized due to a number of contracts apparently inflated or fictitious.

I believe that you will find it worth while to look up the operations at this point.

Yours truly, Lehigh Portland Cement Company. B. L. Swett, Eastern Sales Manager. JB.

[fol. 1439½]

Govt. Ex. No. 364

Alpha Portland Cement Co.

Easton, Pa., August 24, 1918.

Sales Department: Effective at once, please discontinue quoting on or accepting contracts either direct or through dealers covering

the requirements of Industrial or Concrete Product Plants, Municipal, County or State requirements. The business for such concerns will have to be quoted either for 15 day shipment or for a definable specific job the same as we sell to all other classes of trade.

The question of the advisability of accepting such contracts has been before us for some time and from our experience we are convinced our new policy is the proper way to handle such business.

The compelling reasons in deciding on this policy were:

First. This practice discriminated in favor of a certain class of consumers.

Second. Such contracts were unfair, in that they gave optional benefits to the buyer without obligation on his part and placed on the books of the cement company potential obligations on which it [fol. 1440] was impossible to figure with any degree of accuracy the actual shipments which might be called for.

Third. Such contracts cannot be accurately investigated as they usually cover only optional quantities, and when such contracts are taken through dealers it makes it possible for the dealer to divert shipments from such contracts to other work. This makes it possible for the dealer who may abuse such contracts to under-bid his competitors on any new business that comes up in his town.

Fourth. It has also caused considerable annoyance when contractors were bidding on specific work, for Industrials covered by requirement contracts. The Industrials offered to sell the cement to the contractor at less than our market price. This gave the contractor the idea that we were discriminating by giving the Industrials lower prices than we were quoting other consumers.

We have, therefore, decided to change our policy and in future we will follow the policy stated above.

Yours truly, F. M. Coogan, Second Vice President.

[fol. 1440½]

Govt. Ex. No. 365

The Lawrence Cement Company

No. 1 Broadway, New York

July 12, 1918.

Mr. H. S. Gains, Vice-President Cement Mfgs. Protective Ass'n,
19 W. 44th Street, New York City.

[fol. 1441] DEAR SIR: We have your letter of July 10th with copy of reports on Nazareth Contracts 1125 and 1131.

In view of the statements contained therein do you not think that the Nazareth Company should cancel the contracts?

Yours very truly, F. H. Smith, Sales Manager. RAP/MM.

[fol. 1441½]

Govt. Ex. No. 366

The Allentown Portland Cement Co.

Allentown, Pennsylvania

April 25, 1918.

Cement Manufacturers Protective Association, Berkeley Building,
19 West 44th St., New York City.

Attention of H. S. Gaines

GENTLEMEN: Enclosed please find request for investigation of contract 465, 3,500 barrels sold by the Knickerbocker Cement Co. to L. Suzio Construction Co. We are under the impression that the L. Suzio Construction Co. when placing their business with the Knickerbocker people usually over-estimate the quantity of cement necessary for the work covered by the contract.

They order forward a large quantity of the cement at once before the job can be investigated, and in this way have considerable on hand in their warehouses at a low price. This of course gives them a decided advantage over the other dealers in Meriden, Conn.

For this reason we are very desirous of having a prompt investigation on the contract mentioned above.

Thanking you for your attention, we are,

Yours very truly, The Allentown Portland Cement Co.
F. A. Weibel, Sales Department. FAW:GER.

[fol. 1442]

Govt. Ex. No. 367

March 5, 1919.

Mr. Frank H. Smith, Sales Mgr. the Lawrence Cement Company,
No. 1 Broadway, New York.

MY DEAR FRANK: Your little note of the 3d instant duly received, and the information you have been given that we are selling B. & H. Hibbard Company is erroneous, as we are selling the Hibbard Masons Supply Company of New Britain, as dealers, and in view of the fact that they are carrying building materials in stock for resale and are equipped with teams for delivery of same we feel that they are entitled to a dealer's price, and this is further drawn out by their name appearing in the Directory of dealers in building materials as published by the Mercantile Printing Company of Wilmington, Del.

Yours very truly, ———, Vice President. REG/F.

[fol. 1442½]

Govt. Ex. No. 368

The Atlas Portland Cement Company,
Widener Building, Philadelphia

June 14, 1917.

Mr. Charles W. Bacon, Sec. Cement Mfrs. Protective Ass'n., 932 Commercial Trust Building, Philadelphia, Pa.

DEAR SIR: We are today arranging to cancel the unshipped balance of 19 barrels of "Atlas" Portland Cement, on Contract #H-10318, account of the Metzger Hardware and House Furnishing Company, Bedford, Pa., and will thank you to adjust your records accordingly.

Very truly yours, The Atlas Portland Cement Company,
D. H. MacFarland, Assistant to President. CJN:LPL.

[fol. 1443]

Govt. Ex. No. 369

The Atlas Portland Cement Company,
Widener Building, Philadelphia

June 11, 1917.

Mr. Charles W. Bacon, Sec. Cement Mfrs. Protective Ass'n., 932 Commercial Trust Building, Philadelphia, Pa.

DEAR SIR: We are today arranging to cancel the unshipped balance of 7 barrels of "Atlas" Portland Cement on Contract #372, account of the National Mosaic Company, Washington, D. C.

Will you kindly adjust your records accordingly?

Very truly yours, The Atlas Portland Cement Company,
D. H. MacFarland, Assistant to President. CJN/LPL.

[fol. 1443½]

Govt. Ex. No. 370

The Atlas Portland Cement Company,
New York

June 1, 1917.

Mr. Charles W. Bacon, Secty. Cement Mnfrs. Protective Assoc., 220 Commercial Trust Bldg., Philadelphia, Pa.

DEAR SIR: We have cancelled balance of 1½ barrels due under contract Met-10318, account Empire Brick and Supply Co., 103 Park Avenue, New York City, covering requirements of the Triangle

Holding Company in construction of store and loft buildings, Fulton Street, Jamaica, L. I. Kindly amend your records accordingly.

Yours very truly, The Atlas Portland Cement Company, By
D. H. MacFarland, Assistant to the President. HBR-IMC.

[fol. 1444]

Govt. Ex. No. 371

The Atlas Portland Cement Company,
30 Broad Street, New York

June 27, 1917.

Mr. Charles W. Bacon, Sec. Cement Manufacturers Protective Assn.,
Commercial Trust Building, Philadelphia, Pa.

DEAR SIR: We have cancelled the balance of one-half a barrel on contract M-10157 listed account of John P. Kane Company to cover M. Eidlitz & Son in construction of a residence at 69th Street and Park Avenue, New York City.

Yours very truly, The Atlas Portland Cement Company, by
D. H. MacFarland, Assistant to the President. HBR:MD.

[fol. 1444½ & 1445] Govt. Ex. No. 372

The Atlas Cement Company,
New York

June 1, 1917.

Mr. Charles W. Bacon, Secty, Cement Mnfrs. Protective Assoc., 220
Commercial Trust Bldg., Philadelphia, Pa.

DEAR SIR: We have cancelled balance of one-quarter barrel due under contract Met-10144 account N. Ryan Company, 9th Street & Gowanus Canal, Brooklyn, which was listed to cover requirements of Newman & Carey in paving Smith Street from Lorraine to Percival Streets, Brooklyn, N. Y.

Kindly amend your records accordingly.

Very truly yours, The Atlas Portland Cement Company by
D. H. MacFarland, Assistant to the President. HBR-IMC.

(Here follow Government's Exhibits Nos. 374, 373a, 376, 375a, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396a, 397a, 398, 399, 400, 403a, 404a, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, marked side folio, pages 1445½-1471, inc.).

Govt. Ex. No. 374

QUANTITY AND RELATIVE PERCENT OF CEMENT PRODUCED 1918-1920, INC.

STATEMENT showing cement produced by all companies reporting to the Cement Manufacturers' Protective Association, 1918-20, inclusive, as shown on Form 12, and the amount of business transacted by each company as reflected in the relative percentage of production of each company as compared to the total production, as computed by the Government.

COMPANY	1918		1919		1920	
	Total (units 1000 barrels)	Percent of total	Total (units 1000 barrels)	Percent of total	Total (units 1000 barrels)	Percent of total.
ALLENTOWN	409	1.78	607	2.34	574	1.94
ALPHA	2788	11.91	2663	10.29	3686	12.43
ATLAS	5657	24.60	6267	24.20	7212	24.67
BATH	496	2.16	806	3.11	826	2.79
CAYUGA(a)	(None)	-	(a) 206	1.14	501	1.68
COPLAY	999	4.35	990	3.82	1120	3.78
DEXTER	747	3.25	838	3.24	715	2.41
EDISON	1189	5.04	1409	5.44	1500	5.06
GIANT (L.V.)	705	3.07	872	3.37	1065	3.65
GIANT (NORFOLK) (b)	119	.52	-	-	-	-
GLENS FALLS	510	2.22	544	2.10	234	.79
HERCULES	402	1.75	598	2.31	535	1.80
KNICKERBOCKER	835	3.63	791	3.06	949	3.20
LAWRENCE	1090	4.74	1249	4.82	1465	4.94
LEHIGH	3870	14.66	3499	13.51	3782	12.76
NAZARETH	606	3.50	923	3.56	946	3.20
PENN ALLEN	448	1.95	594	2.29	530	2.10
PENNSYLVANIA (d)	968	4.21	1139	4.42	1159	3.92
PHOENIX (e)	4	.01	122	.60	645	2.19
SECURITY	561	2.57	697	2.69	772	2.60
VIRGINIA (c)	-	-	-	-	-	-
VULCANITE	987	4.08	975	3.77	1213	4.09
TOTAL	22990	100.00	25295	100.00	25545	100.00

(a) Reported on report for December 1920 in Penn figures.

(b) Giant at Norfolk closed down Aug. 23, 1918.

(c) Virginia mill bought by Lehigh in 1919 and not reporting on this form for above years.

(d) Penn figures for 1919 included Cayuga which was afterwards separated on December 1920 report.

(e) Phoenix reported closed January 31, 1918 to September 1919.

Govt. Ex. No. 378 A

QUANTITY AND RELATIVE PERCENT OF CEMENT PRODUCED BY
EACH MILL, 1915-17, INCLUSIVE.

STATEMENT-Showing cement produced by all companies reporting to the Cement Manufacturers' Protective Association, 1915-17, inclusive, as shown on Form 12, and the amount of business transacted by each company as reflected in the relative percentages of production of each company as compared to the total production, as computed by the Government.

Company	1915		1916		1917	
	Total (units 1000 bbls)	Percent of total	Total (units 1000 bbls)	Percent of total	Total (units 1000 bbls)	Percent of total
ALLENTOWN	864	2.68	808	2.77	739	2.57
ALPHA	4348	14.54	3579	12.26	3703	12.86
ATLAS	6460	21.57	6121	20.97	6504	22.61
BATH	644	2.15	589	2.02	570	1.98
Cayuga	(None)	-	327	1.12	286	1.00
CLINCHFIELD	716	2.39	706	2.42	(b)	(b)
COPLAY	1723	5.75	1323	4.53	1162	4.04
DEXTER	874	2.92	790	2.71	747	2.60
EDISON	(None)	-	871	2.98	1385	4.81
GIANT (L.V.)	327	1.12	862	2.95	853	2.96
GIANT(NORFOLK)	(None)	-	(none)	(none)	180	.52
GLENS FALLS	721	2.40	679	2.33	535	1.86
HERCULES	(None)	-	(none)	-	150	.56
KNICKERBOCKER	1073	3.58	1004	3.44	959	3.34
LAWRENCE	1352	4.51	1350	4.62	1399	4.86
LEHIGH	4226	14.13	3506	12.07	3544	12.37
MILLEN	203	.66	184	.63	(a)	-
NAZARETH	1018	3.40	1215	4.16	935	3.22
PEEN ALLEN	643	2.14	681	2.33	691	2.40
PENNSYLVANIA	1129	3.77	1158	3.97	1159	4.03
PHOENIX	598	2.00	540	1.85	554	1.93
SECURITY	591	1.99	625	2.14	715	2.48
VIRGINIA	844	2.80	828	2.84	604	2.10
VULCANITE	1090	3.64	1444	4.95	1057	3.68
TOTAL	29944	100.00	29191	100.00	28759	100.00

(a) Purchased by Alpha. (b) Not reporting in this district for 1917.

Govt. Ex. No. 376

CEMENT PRODUCTION

STATEMENT - showing total business transacted by defendant cement companies from mills reporting to the Cement Manufacturers Protective Association 1916-1920, inclusive, as reflected in the cement ground as shown on Form 12, as computed by the Government.

Company and mills.	1916 Cement ground (units 1000 barrels)	1917 Cement ground (units 1000 barrels)	1918 Cement ground (units 1000 barrels)	1919 Cement ground (units 1000 barrels)	1920 Cement ground (Units 1000 barrels)
ALBANY	808	739	409	607	574
ALPHA	3579	3703	2738(a)	2653(a)	3586
Atlas	6121	6504	5657	6267	7312
BATH	589	570	496	806	828
COPLAY	1323	1162	999	990	1120
DEXTER	790	747	747	828	715
EDISON	871	1383	1159	1409	1500
GIANT(EGYPT, PA.)	862	853	705	872	1083
GLENS FALLS	679	535	510	544	234
HERCULES	-	140	402	598	535
KNICKERBOCKER	1004	959	835	791	949
LAWRENCE	1260	1299	1090	1249	1465
LEHIGH	3506	3644	3370	3499	3782
MAZARETH	1215	985	806	923	948
PENN ALLEN	681	691	448	594	620
PENNSYLVANIA(b)	1158	1159	968	1139	1159
Phoenix	540	554	4	128	649
SECURITY	625	715	591	697	772
VULCANITE	1444	1057	937	975	1213
TOTAL	27145	27719	22871	26589	29144

(a) Alpha New Jersey mill No. 2 reported inactive 1918-1919.

(b) Penn figures do not include Cayuga.

①

Govt. Ex. No. 375 A

STATEMENT-Showing amount of business transacted by all cement companies reporting to the Cement Manufacturers' Protective Association on Form 12, 1916-20, inclusive, as reflected in the relative percentage of cement produced by each company as compared to the total cement produced by all companies as computed by the Government.

COMPANIES	1915 Percent of total	1916 Percent of total	1917 Percent of total	1918 Percent of total	1919 Percent of total	1920 Percent of total	Average total 5 years 1916-19- 20-inc.
ALLENTOWN	2.88	2.77	2.57	1.78	2.34	1.94	2.30
ALPHA (a)	14.54	12.26	12.88	11.91	10.29	12.43	12.00
ATLAS	21.57	20.97	22.61	24.60	24.30	24.67	23.35
BATH	2.15	2.02	1.98	2.16	3.11	2.79	2.41
CAYUGA	-	1.12	1.00	(none)	1.14	1.64	.82
CLINCHFIELD (c)	2.39	2.42	(c)	(c)	(c)	(c)	.52
COPLAY	5.75	4.53	4.04	4.35	3.82	3.78	4.10
DEXTER	2.92	2.71	2.60	3.25	3.24	2.41	2.81
EDISON (g)	-	2.98	4.81	5.04	5.44	5.06	4.64
GIANT (L.V.)	2.76	2.95	2.96	3.07	3.37	3.65	3.21
GIANT (NORF) (b)	-	(none)	.52	.52	(b)	(b)	.20
GLENS FALLS	2.40	2.33	1.86	2.22	2.10	.79	1.84
HERCULES	-	(none)	.56	1.75	2.31	1.60	1.24
KNICKERBOCKER	3.58	3.44	2.34	3.63	3.06	3.20	3.35
LAWRENCE	4.51	4.62	4.86	4.74	4.82	4.94	4.80
LEHIGH	14.13	12.01	13.37	14.66	13.51	12.78	13.12
MILLEN (d)	.68	.63	(d)	(d)	(d)	(d)	.14
HAZARETH	3.40	4.16	3.42	3.50	3.56	3.30	3.58
PENN ALLEN	2.14	2.33	2.40	1.95	2.29	2.10	2.22
PENNSYLVANIA	3.77	3.97	4.03	4.21	4.42	3.92	4.32
PHOENIX (e)	2.00	1.85	1.93	.01	.50	2.19	1.38
SECURITY	1.99	2.14	2.48	2.57	2.69	2.60	2.60
VIRGINIA (f)	2.80	2.84	2.10	-	-	-	1.05
VULCANITE	3.64	4.95	3.68	4.08	3.77	4.09	4.12
TOTAL	100.00	100.00	100.00	100.00	100.00	100.00	100.00

(a) Alpha New Jersey mill No. 2 reported inactive for 1917-18.

(b) Giant mill at Norfolk shut down August 23, 1918.

(c) Clinchfield not reporting in this district since 1916.

(d) Millen mill bought by Alpha in 1917.

(e) Phoenix reported closed January 31, 1918 to Sept. 1st, 1919.

(f) Virginia mill bought by Lehigh in 1919 and not reporting in this district since that time.

(g) Edison reported closed January, February, March - 1916.

Govt. Ex. No. 377

PRODUCTION RATIOS

STATEMENT showing amount of business transacted by each defendant cement company from all mills reporting to the Cement Manufacturers' Protective Association, 1916-1920, inclusive, as reflected in the relative percentage of cement produced by each company, as compared to the total cement produced by all companies as computed by the Government.

COMPANIES	1916	1917	1918	1919	1920	Average 5 years.
	Percent of total	Percent of total	Percent of total	Percent of total	Percent of total	
Allentown	2.98	2.66	1.80	2.38	1.97	2.37
Alpha (a)	13.18	13.35	11.97	10.42	12.65	12.36
Atlas	22.55	23.44	24.74	24.51	25.09	24.05
Bath	2.16	2.06	2.16	3.15	2.84	2.48
Coplay	4.67	4.19	3.37	3.87	3.84	4.23
Dexter	2.91	2.70	3.27	3.27	2.45	2.89
Edison(b)	3.21	4.99	5.07	5.51	5.15	4.77
Giant(Egypt, Pa.)	3.20	3.07	3.08	3.31	3.72	3.29
Glens Falls	2.50	2.00	2.23	2.13	1.81	1.90
Hercules(c)	(d)	0.57	1.76	2.34	1.83	1.28
Knickerbocker	3.70	3.46	3.65	3.10	3.25	3.42
Lewrence	4.97	5.04	4.77	4.89	5.03	4.95
Lehigh	12.91	13.86	14.74	13.70	12.97	13.60
Mazareth	4.47	3.55	3.52	3.61	3.25	3.68
Penn Allen	2.51	2.49	1.96	2.32	2.13	2.29
Pennsylvania	4.26	4.18	4.23	4.46	3.98	4.21
Phoenix (d)	1.99	2.00	-	.50	2.23	1.41
Security	2.31	2.58	2.58	2.72	2.65	2.57
Vulcanite	5.32	3.81	4.10	3.81	4.16	4.25
TOTAL	100.00	100.00	100.00	100.00	100.00	100.00

(a) Alpha New Jersey mill reported inactive 1918-1919.

(b) Edison reported closed January, February, March-1916.

(c) Hercules did not begin operations until August 1917.

(d) Phoenix reported closed January 31, 1918 to September 1st 1919. ©

Govt. Ex. No. 378

STATEMENT showing cement shipped by all companies reporting to the Cement Manufacturers' Protective Association, 1916-17, inclusive, as shown on Form 12, and the amount of business transacted by each company as reflected in the relative percentage of shipments made by each company, as compared to the total shipments as computed by the Government.

COMPANY	1916		1916		1917	
	Total (units 1000 barrels)	Percent of total	Total (units 1000 barrels)	Percent of total	Total (units 1000 barrels)	Percent of total
ALBANY	901	3.04	793	2.60	695	2.41
ALPHA	4380	14.76	3816	12.51	3684	12.76
ATLAS	5718	19.28	6816	22.36	6836	23.69
BATH	620	2.09	582	1.91	588	2.04
CAYUGA	60	.30	297	.97	249	.86
CLINTONFIELD(b)	755	2.53	645	2.12	(b)	(b)
COPLAY	1688	5.69	1358	4.45	1138	3.94
DEWEY	919	3.10	809	2.65	747	2.59
EDISON	221	.75	771	2.53	1300	4.50
GLANT(L.V.)	848	2.86	962	3.16	862	3.00
GLANT(NORFOLK)	(None)	(none)	(none)	(none)	168	.58
GLENS FALLS	660	2.22	636	2.09	561	1.94
HERCULES	(None)	(none)	(none)	(none)	114	.40
KWICKERBOCKER	1080	3.64	913	3.00	963	3.33
LAWRENCE	1452	4.89	1307	4.29	1342	4.65
LEHIGH	4097	13.81	4115	13.50	3787	13.12
MILLET (a)	213	.72	177	.58	(a)	(a)
MAZARETH	1066	3.59	1143	3.75	1001	3.47
PENN ALLEN	628	2.12	720	2.36	638	2.21
PENNSYLVANIA	1133	3.82	1111	3.64	1186	4.11
PHOENIX	619	2.09	531	1.74	626	2.18
SECURITY	613	2.07	635	2.08	698	2.42
VIRGINIA	820	2.77	916	3.00	691	2.40
VULCANITE	1175	3.96	1437	4.71	1086	3.76
TOTAL	29556	100.00	30489	100.00	28860	100.00

(a) Purchased by Alpha.

(b) Not reporting in this district for 1917

(c)

Govt. Ex. No. 379

CEMENT SHIPPED BY ALL COMPANIES REPORTING 1918-1920, INC.

STATEMENT—showing cement shipped by all companies reporting to the Cement Manufacturers' Protective Association, 1918-1920, inclusive, as shown on Form 12, and the amount of business transacted by each company as reflected in the relative percentage of shipments made by each company as compared with the total shipments as computed by the Government.

COMPANIES	1918		1919		1920	
	Total units 1000 barrels)	Percent of total	Total units 1000 barrels)	Percent of total	Total units 1000 barrels)	Percent of total
ALBANY	424	1.88	651	2.42	543	1.86
ALPHA	2670	11.82	2786	10.35	2684	12.63
ATLAS	5291	23.43	6716	24.95	6928	23.75
BATH	450	2.00	862	3.20	772	2.65
CAYUGA (a)	(none)		(b)		503	1.72
COPLAY	992	4.39	1037	3.85	1095	3.75
DEXTER	707	3.13	873	3.24	691	2.37
EDISON	1160	5.14	1507	5.60	1378	4.73
GIANT (L.V.)	701	3.10	678	3.26	1034	3.54
GIANT (NORFOLK)	158	.70	(None)	(none)	(none)	(none)
GLENS FALLS	580	2.57	497	1.85	387	1.33
HERCULES	441	1.95	583	2.18	518	1.78
KNICKERBOCKER	830	3.68	797	2.96	967	3.32
LAWRENCE	1155	5.11	1243	4.62	1472	5.05
LEHIGH	3096	13.71	3746	13.92	3825	13.11
NAZARETH	830	3.67	812	3.02	1087	2.73
PENN ALLEN	496	2.18	649	2.41	596	2.04
PENNSYLVANIA	1028	4.55	1448(c)	(c) 5.38	1165	4.00
PROCTER	84	.37	118	.44	623	2.13
SECURITY	600	2.66	708	2.63	729	2.50
VULCANITE	694	3.06	1005	3.72	1170	4.01
TOTAL	22557	100.00	26918	100.00	29157	100.00

(a) Cayuga bought by Pennsylvania in 1920.

(b) Cayuga shipped 340,000 barrels in 1919 which is included in Penn figures shown on December 1920 form.

(c) With Cayuga off this percentage only amounts to 4.13 per cent.

⑦

Govt. Ex. No. 350

SHIPPING RATIOS

STATEMENT showing the amount of business transacted by all companies from mills reporting to the Cement Manufacturers' Protective Association, 1915-1920, inclusive, as reflected in the relative percentage of shipments made by each company with the total shipments made by all companies as computed by the Government.

COMPANY	1915	1916	1917	1918	1919	1920	Average
	Percent of total	Percent of total	Percent of total	Percent of total	Percent of total	Percent of total	total 5 years, 1916-1920 inclusive
ALLENTOWN	3.04	2.50	2.41	1.88	2.42	1.86	2.25
ALPHA	14.76	12.51	12.76	11.82	10.35	12.63	12.06
ATLAS	19.28	22.26	23.69	23.43	21.95	23.75	23.61
BATH	2.09	1.91	2.04	2.00	3.20	2.65	2.36
CAYUGA	.20	.97	1.86	(None)	1.25	1.72	.76
CLINCHFIELD(a)	2.53	2.12	(a)	(a)	(a)	(a)	.47
COPLAY	5.69	4.45	3.94	4.39	3.85	3.75	4.07
DEXTER	3.10	2.65	2.59	3.13	3.24	2.37	2.77
E DISON	.75	2.53	4.50	5.14	5.60	4.73	4.43
GIANT(LV)	2.86	3.16	3.00	3.10	3.26	3.54	3.21
GIANT(NOR)(b)	(None)	(none)	.58	.70	(none)	(none)	.24
GLEN'S FALLS	2.22	2.09	1.94	2.57	1.65	1.33	1.93
HERCULES(c)	(None)	(none)	1.40	1.95	2.18	1.78	1.20
KNUICKERBOCKER	3.64	3.00	3.33	3.68	2.96	3.32	3.24
LAWRENCE	4.89	4.29	4.65	5.11	4.62	5.05	4.72
LEHIGH	13.81	13.50	13.12	13.71	13.92	13.11	13.46
MILLEN (d)	.72	.58					.13
MAZARETH	3.59	3.75	3.47	3.67	3.02	3.73	3.53
PENN ALLEN	2.12	2.36	2.21	2.18	2.41	2.04	2.25
PENNSYLVANIA	3.82	3.64	4.11	4.55	4.13	4.00	4.30
PHOENIX	2.09	1.74	1.82	.37	.44	2.13	1.36
SECURITY	2.07	2.08	2.42	2.66	2.63	2.50	2.44
VIRGINIA (e)	2.77	3.00	2.40	(None)	(none)	(none)	1.16
VULCANITE	3.96	4.71	3.76	3.56	3.72	4.01	4.05
TOTAL	100.00	100.00	100.00	100.00	100.00	100.00	100.00

(a) Clinchfield not reporting in this district since 1916.

(b) Giant mill at Norfolk closed August 23, 1918.

(c) Hercules did not begin operations until August, 1917.

(d) Millen mill bought by Alpha in 1917.

(e) Virginia bought by Lehigh in 1919, and not reporting on this form. ^(d)

Govt. Ex. No. 381

CEMENT SHIPPED BY DEFENDANT COMPANIES 1916-1920

STATEMENT showing total business transacted by defendant cement companies from mills reporting to the Cement Manufacturers Protective Association 1916-1920 inclusive, as reflected in the cement shipped as shown on Form 12.

COMPANIES	1916	1917	1918	1919	1920	
	Shipped (Units 1000 bbls)	Shipped (Units 1000 bbls)	Shipped (Units 1000 bbls)	Shipped (Units 1000 bbls)	Shipped (Units 1000 bbls)	
ALLENTOWN	793	695	424	651	543	
ALPHA (a)	3815	3684	2670	2786	3684	
ATLAS	6816	6836	6291	6716	6928	
BATH	582	588	450	862	772	
COPLAY	1358	1138	992	1037	1095	
HEXTER	809	747	707	873	691	
EDISON	771	1300	1160	1507	1378	
GIANT (Egypt, Pa)	962	862	701	878	1034	
GLENS FALLS	636	561	580	497	387	
HERCULES (c)	(c)	114	441	585	518	
KNICKERBOCKER	913	963	830	797	967	
LAWRENCE	1307	1342	1155	1243	1472	
L'HIGH	4115	3787	3096	3748	3825	
NAZARETH	1143	1001	850	812	1087	
PENN ALLEN	720	638	496	649	596	
PENNSYLVANIA(b)	1111	1186	1028	1109	1165	
PHOENIX	531	526	84	118	623	
SECURITY	635	698	600	708	729	
VULCANITE	1437	1086	894	1005	1170	
Total	28454	27752	22429	26579	28664	

(a) Alpha, New Jersey mill reported inactive in 1916 & 1918

(b) Penn figures do not include Cayuga.

(c) Hercules did not begin operation until August, 1917.

©

Govt. Ex. No. 382

SHIPPING RATIOS

STATEMENT showing amount of business transacted by each defendant cement company from mills reporting to the Cement Manufacturers' Protective Association, 1916-1920, inclusive, as reflected in the relative percentage of shipments made by each company, as compared with the total shipments made by all companies as computed by the Government.

COMPANIES	1916 per cent of total	1917 percent of total	1918 percents of total	1919 percent of total	1920 percent of total	Average total 5 years.
Allentown	2.80	2.51	1.89	2.45	1.90	2.32
Alpha	13.40	13.27	11.92	10.48	12.83	12.42
Atlas	24.00	24.61	23.60	25.30	24.18	24.34
Bath	2.04	2.13	2.00	3.24	2.70	2.43
Coplay	4.76	4.16	4.42	3.90	3.82	4.21
Dexter	2.84	2.73	3.15	3.25	2.41	2.86
Edison (a)	2.70	4.67	5.17	5.67	4.82	4.57
Giant (Egypt, Pa.)	3.37	3.10	3.12	3.30	3.61	3.31
Glen Falls	2.23	2.02	2.58	1.87	1.35	2.00
Hercules (b)	(b)	0.40	1.97	2.20	1.81	1.24
Knickerbocker	3.30	3.46	3.70	3.00	3.37	3.34
Lawrence	4.58	4.83	5.15	4.68	5.13	4.87
Lehigh	14.44	13.62	13.80	14.11	13.32	13.87
Nazareth	4.00	3.60	3.70	3.08	3.80	3.64
Penn Allen	2.52	2.30	2.21	2.44	2.08	2.31
Pennsylvania	4.00	4.27	4.58	4.17	4.07	4.16
Phoenix (c)	1.86	1.89	0.37	0.44	2.17	1.41
Security	2.22	2.52	2.67	2.66	2.54	2.51
Vulcanite	5.04	3.91	4.00	3.78	4.08	4.17
TOTAL	100.00	100.00	100.00	100.00	100.00	100.00

(a) Edison reported closed January, February, March -1916.

(b) Hercules did not begin operations until August 1917.

(c) Phoenix reported closed January 31, 1918 to September 1, 1919. (2)

Govt. Ex. No. 383

SHIPMENTS FOR OTHER MILLS

STATEMENT showing cement shipped by the following names ^{APR 27 1922} ~~APR 12 1921~~
 other mills (names not given) 1918-1920, inclusive, by months, as
 shown on Form 12, giving shipments of defendant companies, from mills
 reporting to the Cement Manufacturers' Protective Association.

MONTHS	Beth (bbls)	Dexter (bbls)	Edison (bbls)	Giant (bbls)	Knicker bocker (bbls)	Mussereth (bbls)	Penn Allen (bbls)	Penn (bbls)	Total (bbls)
1918									
May	-	29000	-	-	-	-	-	-	29000
June	-	26279	-	-	-	-	-	-	26279
August	-	28997	-	-	-	-	(a) 7594	-	36591
September	-	29422	-	-	-	-	-	463	29885
October	-	26799	-	-	-	-	-	-	26799
November	2690	26686	-	-	-	-	-	-	28376
December	-	19523	-	-	-	-	-	-	19523
TOTAL	2690	155706						8057	176353
(a) 1,617 barrels from Cayuga mills.									
1919									
January	2	15397	-	-	-	-	-	-	15397
February	-	12461	-	-	-	-	-	-	12461
March	-	30442	-	-	-	-	-	-	30442
April	-	32112	-	-	-	-	-	-	32112
May	-	34855	-	-	-	-	-	-	34855
June	-	25023	-	-	-	-	-	16508	41531
July	-	-	-	-	-	-	-	45694	45694
August	-	-	-	-	-	-	-	52287	52287
September	-	-	12348	8330	51414	-	3944	40236	116274
October	-	-	4569	-	40098	19359	30069	19976	116071
November	-	-	-	-	84804	-	16559	-	250394
December	-	-	-	-	173	36952	1212	-	38337
TOTALS		140280	1691	8330	1001654	58311	53764	17490	5504889
1920									
January	-	-	-	-	-	31773	-	-	31773
February	-	-	-	-	-	6937	-	-	6937
March	-	165	-	-	-	80	-	3095	2760
TOTAL		165				39230		3095	41490

Govt. Ex. No. 284

SHIPMENTS FROM OTHER MILLS FOR MILLS NAMED HEREIN.

STATEMENT showing cement shipped for the following named companies, 1916-1920 inclusive, by months, from other mills as shown by reports of the Cement Manufacturers' Protective Association on Form 12.

YEAR	Allentown (Bbls)	Dexter (Bbls)	Giant (Bbls)	Hercules (Bbls)	Lehigh (Bbls)	Phoenix (Bbls)	Total (Bbls)
1916							
January	-	-	981	-	-	-	981
February	-	-	981	-	-	-	981
May	-	-	-	-	-	29000	29000
June	-	-	-	-	-	27218	27218
July	-	17040	-	4943	-	21349	45332
August	-	19807	-	-	-	29293½	49100½
September	4	-	-	-	-	29685	29685
October	-	9747	-	-	-	26799	35546
November	-	-	-	2590	-	25686	28376
December	-	-	-	-	-	19522	19522
TOTAL		45594	1982	7633		207869½	263941½
1919							
January	-	-	-	-	-	15403	15403
February	-	-	-	-	-	12451	12451
March	-	-	-	-	-	21136	21136
April	-	-	-	-	-	32436	32436
May	-	-	-	-	-	35282	35282
June	-	-	-	-	-	41531	41531
July	-	5693	-	-	-	40890	46583
August	-	8935	-	4184	-	45856	58915
September	11693	8265	-	-	-	45455	65413
October	54331	6941½	-	1919	45234	12040	120465½
November	17375	1809	-	-	8480½	5141	32805½
December	33093	7333	-	-	-	8378	48804
TOTAL	116492	58976½		6043	53714½	315999	531225
1920							
January	26957	4816	-	-	-	3523	35296
February	4784	2153	-	-	-	165	7102
March	520	1805½	-	-	-	-	2325½
April	-	5946	-	-	-	-	5946
May	-	173	-	-	-	-	173
June	619	693	-	-	-	-	1312
July	1270	1173	-	-	-	-	2443
August	3517	-	-	-	-	-	3517
September	6575	-	-	-	-	-	6575
October	5119	-	-	-	-	-	5119
November	977	-	-	-	-	-	977
December	-	-	-	-	-	-	-
TOTAL	50338	16759½				3688	70785½

Govt. Ex. No. 385

ANNUAL CAPACITIES JANUARY 1917

STATEMENT showing annual capacities of all cement mills reporting to the Cement Manufacturers' Protective Association, as of January 1, 1917, and the annual capacities of mills belonging to ~~defendant~~ companies reporting to said association, as appears from the records of said association, and the maximum amount of business which each mill would receive on a relative capacity basis, as reflected by the percentage of capacity of each mill compared with the total capacity of all mills, as computed by the Government.

Companies	Annual finished cement capacity of all mills reporting to the Eastern Association		Annual finished cement capacity of mills belonging to defendant companies.	
	Total (1000 bbls)	Percent of total	Total (1000 bbls)*	Percent of total
Allentown	950	2.01	950	2.12
Alpha:	6973	14.75	6973	15.58
Alpha, N.J. #2	6723	-	6723	-
Martins Creek, Pa. #3	-	-	-	-
do	-	-	-	-
Cementon, N.Y.	-	-	-	-
Millen, N.Y.	250	-	250	-
Atlas:	12000	25.39	12000	26.81
Northampton, Pa.	10000	-	10000	-
Coplay, Pa.	-	-	-	-
Hudson, N.Y.	2000	-	2000	-
Bath	1000	2.12	1000	2.23
Cayuga	500	1.06	-	-
Clinchfield (c)	1000	2.12	-	-
Coplay	2000	4.23	2000	4.47
Dexter	960	2.03	960	2.15
Edison	2000	4.23	2000	4.47
Giant, Pa. (a)	2160	4.57	2160	4.83
Glens Falls	720	1.52	720	1.61
Hercules (b)	-	-	-	-
Knickerbocker	1600	3.39	1600	3.57
Lawrence	1643	3.47	1643	3.67
Lehigh:	5400	11.43	5400	12.07
Egypt, Pa. #1	720	-	720	-
do	1080	-	1080	-
do	900	-	900	-
Foglesville, Pa.	1800	-	1800	-
West Coplay, Pa.	900	-	900	-
Nazareth	1347	2.85	1347	3.01
Penn Allen	750	1.59	750	1.68
Pennsylvania (Bath)	1500	3.18	1500	3.35
Phoenix	750	1.59	750	1.67
Security	1000	2.12	1000	2.24
Virginia	1000	2.12	-	-
Vulcanite	2000	4.23	2000	4.47
TOTAL	47253	100.00	44753	100.00

(a) Giant at Norfolk 1240 not included. (b) Hercules did not begin operations until August 1917. (c) Clinchfield capacity obtained from carbon statement found in Security files. @

Govt. Ex. No. 386

ANNUAL CAPACITIES 1920.

STATEMENT showing annual and monthly capacities of ~~Alma~~ ^{Alma} ~~27~~ ²⁷ ~~1922~~ ¹⁹²² belonging to the defendant companies and reporting to the Cement Manufacturers' Protective Association, as revised by the Portland Cement Association as of July 1, 1920, and the maximum business each mill or company would receive on a relative capacity basis as reflected by the percent of capacity of each mill to the total capacity of all mills as computed by the Government.

COMPANIES	Annual finished cement capacity (1000 bbls)	Percent of total	Monthly finished cement capacity (1000 bbls)	Percent of total
Allentown	900	1.90	75	1.90
Alpha:	6800	14.33	541	14.33
Alpha, N. J. 1	5200	-	433	-
Mertins Creek, Pa.	-	-	-	-
do	-	-	-	-
Cementon, N.Y.	1500	-	108	-
Millen, N.Y. 5	300	-	25	-
Atlas:	12000	25.32	1000	25.32
Northampton, Pa.	10000	-	833	-
Coplay, Pa.	-	-	-	-
Hudson, N.Y.	2000	-	167	-
Bath	1300	2.73	108	2.73
Coplay	1800	3.80	150	3.80
Dexter	1100	2.32	92	2.32
Edison	2250	4.76	188	4.76
Giant, Pa.	2160	4.56	180	4.56
Glens Falls	700	1.47	58	1.47
Hercules	5000	4.24	167	4.24
Knickerbocker	1400	2.94	117	2.94
Lawrence	1767	3.72	147	3.72
Lehigh:	5400	11.40	450	11.40
Egypt, Pa. 1	720	-	60	-
do 2	1080	-	90	-
do 3	900	-	75	-
Foglesville, Pa.	1800	-	150	-
West Coplay	900	-	75	-
Masareth	1250	2.63	104	2.63
Penr-Allen	750	1.59	63	1.59
Pennsylvania:				
Beth, Pa.	1500	3.18	125	3.18
Cayuga, N.Y.	600	1.27	50	1.27
Phoenix	800	1.69	67	1.69
Security	1000	2.12	83	2.12
Vulcanite	1900	4.03	158	4.03
TOTAL	47377	100.00	3948	100.00

The report of the Portland Cement Association giving the above capacities, also states: "These figures are intended to represent as nearly as possible the maximum physical capacity of the plants throughout a twelve-month period allowing for ordinary and usual interruptions in operation and assuming a continuous and sufficient demand".

Govt. Ex. No. 387

STATEMENT showing annual cement capacities of all mills belonging to defendant companies reporting to the Cement Manufacturers' Protective Association 1919-21, inclusive, based upon a 300-day run at maximum efficiency, as given by Mr. Archibald Cox, attorney for the companies, April 16, 1922 and the same capacities as corrected by him in memorandum of April 20, 1922.

COMPANIES	Finished cement capacities upon a 300-day run as given by Mr. A. Cox, April 16, 1922. (units 1000 bbls)	Finished cement capacities upon a 300-day run as corrected by Mr. A. Cox, April 20, 1922. (units 1000 bbls)
Allentown	810	810
Alpha	6060	6060
Atlas	10524	10164
Bath	798	648
Copley	1566	1566
Dexter	774	774
Edison	1800	1800
Giant, Pa.	8472	8472
Glens Falls	675	675
Hercules	1080	720
Knickerbocker	1320	1320
Lawrence	1305	1305
Lehigh	6858	6858
Nazareth	1170	1170
Penn Allen	648	648
Pennsylvania	1305	1305
Phoenix	690	690
Security	888	888
Vulcanite	1596	1596
	TOTAL 42339	41489

It will be observed that the following reductions were made in the corrections given by Mr. Cox:

Atlas in 1919 and 1920	360,000 bbls.
Bath in 1919	150,000 bbls.
Hercules 1919 and 1920	60,000 bbls.
	<u>570,000 bbls.</u>

Govt. Ex. No. 388

CAPACITIES OF CEMENT MILLS AS GIVEN BY MR. COX AND RELATIVE
CAPACITIES OF MILLS AS COMPUTED BY THE GOVERNMENT.

STATEMENT—showing annual cement capacities of all mills—belonging to defendant companies reporting to the Cement Manufacturers' Protective Association, 1919-21, inclusive, based upon a 300-day run at maximum efficiency, as given by Mr. Archibald Cox, Attorney for the companies, on April the 18th 1922 and as corrected by him April 20, 1922; and the percentage of the capacity of each mill as compared to the total as computed by the Government, and the reduction of these capacities to a yearly basis of 360 days, and the percent of each to the total showing the maximum business ~~which~~ each company ~~has~~ would receive on a relative capacity basis as thereby reflected.

COMPANIES	1 Finished cement capacities 300-day run as given by Mr. A. Cox April 18, 1922 (1000 bbls)	2 Percent of total as computed by Mr. Allen	3 Finished cement capacities as corrected by Mr. A. Cox on April 20, 1922. (1000 bbls)	4 Percent of total as computed by Mr. Allen	5 Column 3 reduced to annual capacity 360 days by Mr. Allen (1000 bbls)	6 Percent of total by Mr. Allen
Allentown	810	1.91	810	1.95	972	1.95
Alpha	6060	14.51	6060	14.61	7272	14.61
Atlas	10624	24.85	10164	24.51	12197	24.51
Bath	798	1.89	648	1.56	778	1.56
Coplay	1566	3.70	1566	3.76	1879	3.76
Dexter	774	1.83	774	1.87	929	1.87
Edison	1800	4.25	1800	4.34	2160	4.34
Giant, Pa.	2472	5.84	2472	5.96	2966	5.96
Glens Falls	675	1.60	675	1.63	810	1.63
Hercules	1080	2.55	730	1.74	864	1.74
Knickerbocker	1320	3.12	1320	3.18	1584	3.18
Lawrence	1305	3.08	1305	3.15	1566	3.15
Lehigh	6858	16.20	6858	16.53	8229	16.53
Hazareth	1170	2.76	1170	2.82	1404	2.82
Penn Allen	648	1.53	648	1.56	778	1.56
Pennsylvania	1305	3.08	1305	3.15	1566	3.15
Phoenix	690	1.63	690	1.67	828	1.67
Security	888	2.10	888	2.14	1066	2.14
Vulcanite	1596	3.77	1596	3.85	1915	3.85
TOTAL	42339	100.00	41469	100.00	49763	100.00

By comparing columns 5 and 6 with columns 3 and 4 it will be observed that the relative capacity of any one mill, as compared to the total capacity of all mills is in no way affected by the number of days a plant may be active and is the same whether a plant is active for a day, a month, 300 days or 360 days.

Govt. Ex. No. 389

STATEMENT—showing business actually transacted by defendant companies from mills reporting to the Cement Manufacturers' Protective Association for 1930, as reflected by cement shipped, as compared to the business which each company would receive on a relative capacity basis.

Company	Amount of total business each Co. would receive on a relative capacity basis for 1930.	Percent of total business actually received by each Co. as reflected by shipments for 1930.
Allentown	1.90	1.90
Alpha	14.33	12.83 ✓
Atlas	25.32	24.18 ✓
Bath	2.73	2.70
Coplay	3.80	3.62
Dexter	2.32	2.41
Edison	4.76	4.82
Giant, Pa.	4.56	3.61
Glens Falls	1.47	1.35
Hercules	4.34	1.81
Knickrbocker	2.94	3.37
Lawrence	3.72	5.13
Lehigh	11.40	13.33 ✓
Nezereth	2.63	3.80
Penn Allen	1.59	2.08
Pennsylvania	(a) 4.45	4.07
Phoenix	1.69	2.17
Security	2.12	2.54
Vulcanite	4.03	4.08
TOTAL	100.00	100.00

(a) Includes Cayuga, N. Y., 1.27.

Govt. Ex. No. 390

STATEMENT showing business actually transacted by defendant companies from mills reporting to the Cement Manufacturers' Protective Association, for 1917 and for the 5-year period 1916-1920, inclusive, as reflected by cement shipped, as compared to the business each company would receive on a relative capacity basis as computed by the Government.

Company	Amount of total business each Co. would receive on a relative capacity basis for 1917.	Percent of total business actually received by each Co. as reflected by shipments 1917.	Percent of total business actually received by each Co., as reflected by shipments 5-year period, 1916-20.
Allentown	2.12	2.51	2.32
Alpha	15.58	13.27	12.42
Atlas	26.81	24.61	24.34
Beth	2.23	2.13	2.43
Coplay	4.47	4.16	4.21
Dexter	2.15	2.73	2.86
Edison	4.47	4.67	4.57
Giant	4.83	3.10	3.31
Glens Falls	1.61	2.02	2.00
Hercules	.40 (a)	.40	1.24
Knickerbocker	8.57	3.46	3.34
Lawrence	3.67	4.83	4.87
Lehigh	12.07	13.62	13.87
Nazareth	3.01	3.60	3.64
Penh Allen	1.68	2.30	2.31
Pennsylvania	3.35	4.27	4.18
Phoenix	1.67	1.89	1.41
Security	2.24	2.52	2.51
Vulcanite	4.47	3.91	4.17
TOTAL	100.00	100.00	100.00

(a) Hercules did not begin operations until August, 1917.

Govt. Ex. No. 391

CEMENT PRODUCTION AS COMPARED TO CAPACITIES.

STATEMENT-showing ratio of finished cement produced 1916-1920, inclusive, by defendant cement companies. Compiled from the records of the Cement Manufacturers' Protective Association as indicated on Form 12, showing production and from other association records showing capacities.

COMPANY AND MILLS	1916	1917	1918	1919	1920
	Ratio of cement produced to capacity (percent)	Ratio of cement produced to capacity (percent)	Ratio of cement produced to capacity (percent)	Ratio of cement produced to capacity (percent)	Ratio of cement produced to capacity (percent)
ALLENTOWN	85	76	43	64	63
ALPHA:	51	53	53	51	54
Alpha, N. J. #2	-	-	(b)	(b)	-
Martins Creek, Pa. #3	-	-	-	-	-
do do #4	-	-	-	-	-
Cementon, N. Y. #5	-	-	-	-	-
Jamesville, N. Y. #6	-	-	-	-	-
ATLAS:	51	54	47	52	61
Northampton, Pa.	-	-	-	-	-
Coplay, Pa.	-	-	-	-	-
Hudson, N. Y.	-	-	-	-	-
BATH	59	57	50	81	64
COFLAY	61	58	50	50	62
DEXTER	82	78	78	87	66
EDISON	43	69	58	71	66
GIANT	40	40	40	40	50
GLENS FALLS	94	74	70	76	32
HERCULES	(a)	(a)	30	30	27
KNICKERBOCKER	63	60	52	50	67
LAWRENCE	82	85	66	76	83
LEHIGH:	65	71	62	65	70
Foglesville, Pa.	-	-	-	-	-
West Coplay, Pa.	-	-	-	-	-
Orinrod 1, Egypt, Pa.	-	-	-	-	-
do 2, do	-	-	-	-	-
do 3, do	-	-	-	-	-
do 3, do	-	-	-	-	-
Lehigh, Fordwick, Va.	(c)	(c)	(a)	(a)	(a)
NAZARETH	90	73	60	69	76
PENN ALLEN	91	92	60	80	80
PENNSYLVANIA:					
Penn Bath, Pa. (d)	77	77	64	76	77
PHOENIX (b)	72	74	(b)	68	92
SECURITY	63	72	59	70	77
VULCANITE	72	53	47	49	64
TOTAL	60	62	55	60	61

(a) Hercules did not begin operations until August 1917.

(b) Reported inactive. Phoenix closed from Jan. 31, 1918 to Sept. 1919.

(c) Virginia capacity not included.

(d) Does not include Cayuga.

Govt. Ex. No. 392

CURTAILMENT OF PRODUCTION

STATEMENT—showing total annual capacity of cement mills belonging to defendant companies reporting to the Cement Manufacturers' Protective Association in 1920, as shown by the records of the Portland Cement Association, quantity of cement actually produced by said companies, as shown on Form 12, and quantity and percent of curtailment of production to capacity, as computed by the Government.

Companies	Annual finished cement capacity (1000 bbls) 1920	Total cement produced in 1920 (1000 bbls)	Total curtailment of production in 1920 (1000 bbls.)	Percent of curtailment of production in 1920.
Allentown	900	574	326	36
Alpha	6800	3686	3114	46
Atlas	12000	7312	4688	39
Bath	1200	828	472	36
Coplay	1800	1120	680	37
Dexter	1100	715	385	35
Edison	2250	1500	750	33
Giant, Pa.	2160	1083	1077	49
Glens Falls	700	234	466	66
Hercules	2000	535	1465	73
Krickerbocker	1400	949	451	32
Lawrence	1767	1465	202	17
Lehigh	6400	3782	1618	29
Nazareth	1250	946	302	24
Penn Allen	750	620	130	17
Pennsylvania (a)	2100	1159	941	(a) 44
Phoenix	800	649	151	19
Security	1000	772	228	22
Vulcanite	1900	1213	687	36
TOTAL	47377	29144	18232	38

(a) Including Cayuga the per cent of curtailment is only 23.

Govt. Ex. No. 393

COMMITMENTS

STATEMENT showing commitments or unshipped balances on contract of defendant companies, from mills reporting to the Cement Manufacturers' Protective Association, as shown on Form 11 of December 1st, 1919, September 1st, 1920 and December 1st, 1920.

COMPANIES	December 1, 1919 Amount barrels	September 1, 1920 Amount barrels	December 1, 1920 Amount barrels
Allentown	425,344	616,292	187,945
Alpha	1,012,365	1,919,777	1,055,875
Atlas	2,122,228	3,260,164	2,261,478
Bath	448,348	396,129	184,255
Coplay	464,295	623,607	319,074
Dexter	291,195	446,035	313,928
Edison	807,429	702,020	375,934
Giant	455,697	705,028	429,364
Glens Falls	(a)	(a)	(a)
Hercules	397,487	489,422	214,421
Knickerbocker	199,898	475,177	174,297
Lawrence	842,798	1,379,892	898,126
Lehigh	1,539,631	2,357,933	1,562,208
Nazareth	567,234	1,206,930	832,446
Penn Allen	233,406	157,311	68,776
Pennsylvania	728,228	1,351,801	1,060,754
Phoenix	342,562	228,635	147,150
Security	(a)	(a)	(a)
Vulcanite	499,559	606,280	362,489
TOTAL	11,377,703	16,822,443	10,448,580

Govt. Ex. No. 394

STATEMENT—showing total cement shipped by defendant companies from mills reporting to the Cement Manufacturers' Protective Association, for first 8 months in 1920; for September, October and November, 1920; and for first 11 months in 1920, as shown on Form 12.

Company	Cement shipped first 8 months in 1920. (1000 barrels)	Cement shipped in Sept. 1920 (1000 barrels)	Cement shipped in October 1920 (1000 bbls)	Cement shipped in November 1920. (1000 bbls)	Cement shipped first 11 months in 1920 (1000 bbls)
	1	2	3	4	5
Allentown	(a) 340	(b) 65	(c) 65	(d) 57	528
Alpha	2460	412	474	277	3624
Atlas	4557	773	731	651	6712
Bath	442	122	130	62	757
Coplay	651	128	142	121	1041
Dexter	(e) 420	86	78	72	656
Edison	919	163	165	114	1351
Giant (L.V.)	667	105	136	93	1001
Glens Falls	304	29	27	20	379
Hercules	327	71	64	35	497
Knickerbocker	617	104	118	86	927
Lawrence	897	185	167	158	1407
Lehigh	2609	388	459	288	3744
Nassareth	(i) 635	135	158	130	1056
Penn Allen	393	72	59	55	579
Pennsylvania	(j) 688	146	142	109	1066
Phoenix	(l) 393	80	74	61	607
Security	515	80	76	44	715
Vulcanite	712	142	152	124	1130
TOTAL	18546	3285	3407	2559	27799

- (e) In addition 37,147 bbls were shipped by other mills.
 (e) In addition 16,759½ bbls were shipped by other mills and included are 165 bbls shipped for another mill.
 (i) Includes 39,230 shipped for other mills.
 (j) Includes 2,095 bbls shipped for another mill.
 (l) In addition 3,688 bbls were shipped by other mills.
 (b) In addition 6,575 bbls were shipped by other mills.
 (c) In addition 5,119 bbls were shipped by other mills.
 (d) In addition 977 bbls were shipped by other mills.

Govt. Ex. No. 395

STATEMENT showing number of new contracts written and cancelled from September 1st to December 31, 1920, inclusive, by defendant companies, from mills reporting to the Cement Manufacturers' Protective Association, as compiled from Form 9.

COMPANIES	Contracts written (new business)					Contracts cancelled (total business)				
	Sept. No.	Oct. No.	Nov. No.	Dec. No.	Total number	Sept. No.	Oct. No.	Nov. No.	Dec. No.	Total number
	1	2	3	4	5	6	7	8	9	10
Allentown	1	1	(none)	2	4	55	69	29	53	206
Alpha	2	2	3	4	11	59	63	97	52	271
Atlas	21	33	43	16	113	92	109	55	33	289
Bath	(none)	2	3	9	14	8	2	2	4	16
Coplay	4	1	4	5	14	49	29	24	21	123
Dexter	4	1	1	2	8	18	19	8	12	57
Edison	(none)	1	(none)	(none)	1	18	26	20	21	85
Giant	(none)	1	2	4	7	9	16	6	5	36
Glens Falls	(a)	(a)	(a)	(a)	(a)	(a)	(a)	(a)	(a)	(a)
Hercules	(none)	1	1	1	3	104	44	27	6	181
Knickerbocker	(none)	1	(none)	(none)	1	(none)	95	25	26	146
Lawrence	6	1	2	(none)	9	18	28	42	150	238
Lehigh	5	11	14	6	36	71	72	75	24	248
Masareth	(none)	(none)	(none)	(none)	(none)	15	39	30	58	132
Masareth	2	2	5	2	11	11	3	11	(none)	25
Penn Allen	5	8	7	2	22	23	2	42	75	142
Pennsylvania	(none)	1	4	1	6	16	(none)	13	(none)	29
Phoenix	(a)	(a)	(a)	(a)	(a)	(a)	(a)	(a)	(a)	(a)
Security	14	13	2	4	33	35	34	39	51	157
Vulcanite	14	13	2	4	33	35	34	39	51	157
TOTAL	54	80	91	58	283	599	656	535	591	2381

(a) Not reporting for this form.

Govt. Ex. No. 396 A

STATEMENT-Shewing new contracts made including increases and reinstatements by defendant cement companies from mills reporting to the Cement Manufacturers' Protective Association, from September 1st, to December 31st, 1920, inclusive, as compiled from Form 9.

COMPANIES	New Con- tracts & increases for Sept. (barrels)	October 1920 new contracts & increases (barrels)	November 1920, new contracts & increases (barrels)	December 1920; new contracts & increases (barrels)	Total new contracts Sept., Oct. Nov. and Dec. 1920. (barrels)
	1	2	3	4	5
Allentown	600	15000	(None)	2500	16100
Alpha	12981	4400	35700	14100	67181
Atlas	162536	131250	95738	49050	441574
Beth	(None)	7500	5100	14619	27419
Coplay	6500	11000	8763	9000	35283
Dexter	14850	900	10000	34495	60645
Edison	(None)	5500	(none)	(none)	5500
Giant	(None)	3500	3100	45500	52100
Glens Falls	(a)	(u)	(a)	(a)	-
Hercules	(None)	(c) 52794	23000	1500	77294
Knickerbocker	(None)	7000	(b) 4500	(none)	11500
Lawrence	38500	5000	8500	(none)	52000
Lehigh	58600	59150	31850	7696	157696
Mezereth	(none)	(none)	(none)	(none)	-
Penn Allen	3200	3912	9400	2300	19712
Pennsylvania	24500	25500	34000	6000	91000
Phoenix	(None)	2500	14000	12000	28500
Security	(a)	(a)	(a)	(a)	-
Vulcanite	63308	22225	3500	7500	96833
TOTAL	385775	358131	290171	208250	1242327

(a) Not reporting for this form.

(b) Reinstatement. Only one contract written September 1st - December 31st.

(c) 32,794 increases and reinstatements.

14594
&
1460

Govt. Ex. No. 397 A

STATEMENT-Showing cancellation of contracts, including decreases by defendant companies reporting to the Cement Manufacturers' Protective Association, from September 1st, to December 31st, 1920, by months, as compiled from Form 9.

COMPANIES	1920 September cancell- ations and decreases (bbls)	1920 October cancell- ations and decreases (bbls)	1920 November cancell- ations and decreases (bbls)	1920 December cancell- ations and decreases (bbls)	Total 4 months Amount (bbls)
	1	2	3	4	5
Allentown	169,533	116,385	63,171	120,357	469,346
Alpha	52,985	109,531	186,360	218,436	570,322
Atlas	156,206	147,978	131,088	81,091	516,363
Bath	15,609	7,140	2,893	17,286	42,728
Coplay	54,751	28,664	46,544	29,851	159,010
Dexter	24,284	21,617	7,537	32,085	85,722
Edison	66,280	26,512	55,293	91,001	241,086
Giant	62,663	41,512	20,492	6,312	130,980
Glens Falls	-	-	-	-	-
Hercules	106,473	51,639	29,824	36,462	214,388
Knickerbocker	-	127,686	27,600	40,402	195,688
Lawrence	58,666	29,601	74,876	352,222	515,365
Lehigh	55,698	217,650	64,564	23,100	360,612
Mazareth	20,377	48,379	21,089	146,788	236,633
Penn Allen	23,606	5,884	21,681	-	51,171
Pennsylvania	86,901	6,816	102,323	229,543	425,583
Phoenix	50,589	-	32,036	-	82,625
Security	-	-	-	-	-
Vulcanite	46,344	35,131	24,485	67,767	173,727
TOTAL	1,061,964	1,024,316	912,348	1,482,803	4,471,331

Govt. Ex. No. 298

STATEMENT showing summary of contracts for first 11 months of 1920 of defendant companies, from bills reporting to the Cement Manufacturers' Protective Association, as appears on Form 9.

Companies	New contracts to date		Contracts canceled to date		Reinstatements and increases	Decreases
	No.	Barrels	No.	Barrels		
Allentown	197	564,590	266	483,653	19,638	102,768
Alpha	557	1,984,894	764	1,040,869	67,570	80,238
Atlas	903	3,056,066	863	1,086,942	78,934	516,283
Bath	77	190,800	151	224,497	800	9,671
Coplay	223	515,489	348	375,296	10,101	46,475
Dexter	291	598,868	153	230,834	4,700	21,241
Edison	141	628,427	333	582,638	40,142	200,480
Giant	116	583,329	114	234,426	2,612	106,757
Hercules	363	629,887	418	414,783	28,932	79,590
Knickerbocker	234	720,881	184	324,357	8,000	52,399
Lawrence	313	1,286,943	214	369,629	23,260	100,596
Lehigh	800	2,305,059	994	1,264,829	86,647	162,929
Merzereth	228	1,041,971	247	406,557	12,138	15,880
Penn. Allen	114	235,777	127	200,349	17,750	58,880
Pennsylvania	254	974,600	115	430,060	27,553	3,000
Phoenix	74	240,180	150	363,130	4,614	7,442
Wilkesite	296	665,460	266	359,034	14,457	154,748
TOTAL	5191	16,222,921	5704	8,433,983	458,257	1,719,297
		458,257		1,719,297		
		15,764,664		6,714,686		

Govt. Ex. No. 399

STATEMENT—showing annual finished cement capacity as obtained from the records of the Portland Cement Association for 1930, capacity for 8 months as computed by the Government, shipments to August 31, 1930, as reported on Form 12, unshipped balances on contracts as of Sept. 1, 1930 as shown on Form 11, and total shipments and unshipped balances as of September 1, 1930.

COMPANIES and MILLS	Annual finished cement capacity (unit 1000 bbls)	Capacity for 8 months or 2/3 of annual capacity (units 1000 bbls)	Shipments to August 31, 1930; (units 1000 bbls)	Unshipped balances on contr acts Aug. 31, 1930 (units 1000 bbls)	Total ship- ments & un- shipped bal- ances Aug 31, 1930 (units 1000 bbls)
	1	2	3	4	5
Allentown	900	600	(4) 440	616	956
Alpha	6800	4532	2460	1920	4360
Alpha, N. J.	1660	1106	-	-	-
Martins Ck., Pa.	1440	960	-	-	-
do	2100	1400	-	-	-
Cementon, N.Y.	1300	866	-	-	-
Jamesville, N.Y.	300	200	-	-	-
Atlas:	12000	8000	4567	3260	7817
Northampton, Pa.	10000	-	-	-	-
Coplay	-	-	-	-	-
Hudson, N. Y.	2000	1333	-	-	-
Bath	1300	867	442	296	738
Coplay	1800	1200	651	624	1275
Dexter	1100	733	(b) 420	446	866
Edison	2250	1500	919	702	1621
Giant	2160	1440	667	705	1372
Glens Falls	700	467	304	No report	304
Hercules	2000	1333	327	489	816
Knickerbocker	1400	933	617	475	1092
Lawrence	1767	1178	897	1360	2277
Lehigh	5400	3600	2609	2358	4967
Orinrod #1, Pa.	730	480	-	-	-
do #2, Pa.	1080	720	-	-	-
do #3, Pa.	900	600	-	-	-
Foglesville	1800	1200	-	-	-
West Coplay	900	600	-	-	-
Nazareth	1250	833	(c) 635	1207	1842
Penn Allen	750	500	393	157	550
Penn:					
Bath, Pa.	1500	1000	(d) 688	1352	2040
Cayuga, N.Y.	600	400	336	-	336
Phoenix	800	534	(e) 393	229	622
Security	1000	667	515	No report	515
Vulcanite	1900	1267	712	606	1318
TOTAL	47377	31584	18882	16822	35704

- (a) In addition 37,147 were shipped by other mills.
 (b) In addition 16759 $\frac{1}{2}$ shipped by other mills incl. and 165 shipped for other mills.
 (c) Includes 39,230 shipped for other mills.
 (d) Includes 3095 shipped for another mill.
 (e) In addition, 3688 were shipped by other mills.

Govt. Ex. No. 400

STATEMENT—showing total cement shipped by defendant companies from mills reporting to the Cement Manufacturers' Protective Association for first 8 months in 1919; for September, October and November, 1919; and for first 11 months 1919, as shown on Form 12.

Company	Cement shipped first 8 months in 1919 (1000 bbls)	Cement shipped in Sept. 1919 (1000 bbls)	Cement shipped in Oct. 1919 (1000 bbls)	Cement shipped in Nov. 1919 (1000 bbls)	Cement shipped first 11 months in 1919 (1000 bbls)
Allentown	483	75	69	62	628
Alpha	1573	416	355	246	2590
Atlas	3658	983	902	641	6184
Both	520	119	98	84	810
Coplay	613	119	108	104	944
Dexter	(a) 570	(1) 90	(1) 91	(n) 65	816
Edison	771	241	249	153	1414
Giant (L.V.)	494	120	106	88	808
Glens Falls	273	76	92	33	474
Heracles	352	61	66	62	541
Knickerbocker	400	161	122	70	752
Lawrence	622	166	202	140	1141
Lehigh	2175	486	416	368	3445
Nazareth	446	98	112	71	727
Penn Allen	318	103	120	74	605
Pennsylvania	637	135	142	103	1018
Phoenix	(k)	(l) 8	(m) 48	(o) 47	104
Security	414	88	110	65	678
Vulcanite	543	144	130	106	924
TOTAL	14802	3689	3528	2582	24003

- (k) In addition 243,366 bbls shipped for their account by other mills.
 (d) Includes 140,262½ bbls shipped for other mills and in addition 14,628 bbls were shipped for them by other mills.
 (f) In addition 8,265 bbls were shipped by other mills.
 (L) In addition 45,455 bbls were shipped by other mills.
 (g) In addition 6,941½ bbls shipped by another Company.
 (m) In addition 12,040 bbls were shipped by other mills.
 (n) In addition 1,809 bbls were shipped for them by other mills.
 (o) In addition Phoenix had 5,141 bbls shipped by other mills.

Govt. Ex. No. 403 A

STATEMENT-Shewing commitments ~~as~~ unshipped balances of September 1st, 1920, as shown on Form 11; cancellations, including decreases from September 1, to November 30, 1920, as shown on Form 9; Net Business; new business including increases from September 1 to November 30, 1920, and total balance and new business outstanding as of November 30, 1920.

COMPANIES	Unshipped balances Sept. 1 1920. Form 11 (1000 bbls)	Debit cancellations and decreases Sept. 1 to Nov. 30, 1920 Form 9 (1000 bbls)	Net un- shipped balances in force Column 1 minus column 2 (1000 bbls)	New bus- iness and increases Sept. 1 - Nov. 30, 1920. Form 9 (1000 bbls)	Total balance and new business column 3 plus column 4 (1000 bbls)
	1	2	3	4	5
Allentown	616	349	267	16	283
Alpha	1920	362	1568	53	1621
Atlas	3260	435	2825	72	3217
Beth	296	28	271	13	284
Coplay	654	129	498	25	521
Dexter	446	54	392	26	418
Eaton	702	150	552	5	557
Giant	706	125	580	6	586
Glens Falls	-	-	-	-	-
Hercules	459	189	301	76	377
Knickerbocker	475	165	310	11	331
Lawrence	1360	163	1217	52	1269
Lehigh	2358	338	2020	150	2170
Nazareth	1207	90	1117	-	1117
Penn Allen	157	61	106	17	123
Pennsylvania	1352	196	1156	65	1241
Phoenix	229	83	146	17	163
Security	-	-	-	-	-
Vulcanite	606	106	500	89	589
TOTAL	16522	2959	13563	1034	14857

Govt. Ex. No. 404 A

STATEMENT-Showing commitments or unshipped balances as of Sept. 1, 1920, with cancellations deducted and net new business transacted from Sept. 1 to November 30, inclusive, 1920, as shown on forms 11 and 9; shipments on contracts; commitments or unshipped balances on November 30, 1920; shipments to dealers and others not contractors, and total shipments as shown on Form 12.

COMPANIES	Total business outstanding and net business Sept-Dec. 1920 Column 5 (1000 bbls)	Commitments or unshipped balances as of Sept. 1, 1920 Column 6 minus column 8	Commitments or unshipped balances as of Dec. 1, 1920, Form 11 (1000 bbls)	Shipments to dealers or others not contractors Sept., Dec. (1000 bbls) column 10 minus col 11	Total Shipments Sept-Oct. and Nov. 1920, Form 12 (1000 bbls)
	6	7	8	9	10
Allentown	283	95	188	92	187
Alpha	1621	566	1056	598	1163
Atlas	3217	955	2262	1200	2155
Beth	264	100	164	214	314
Coplay	521	302	319	189	391
Dexter	418	104	314	131	235
Edison	557	181	376	251	422
Giant	586	157	429	177	334
Glens Falls (b)	-	-	-	(B) 76	76
Hercules	377	163	214	7	170
Knickarbocker	331	157	174	153	310
Lawrence	1269	371	898	139	510
Lehigh	2170	608	1562	527	1135
Nezareth	1117	284	833	139	423
Penn Allen	123	54	69	132	186
Pennsylvania	1241	180	1061	217	397
Phoenix	163	16	147	199	215
Security (b)	-	-	-	(b) 200	200
Vulcanite	589	226	363	192	418
	14867	4418	10449	4833	5251

(b) no report-included in this column to balance.

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
 MONTHLY SUMMARY OF CONTRACTS FOR FIRST TWO MONTHS 1919.

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & INCREASES	
	NO. TO DATE	AMTS. TO DATE	NO. TO DATE	AMTS. TO DATE	INCREASES TO DATE	DECREASES TO DATE
ALLEGHTON	1	5000	3	10254	307	....
ALPHA	2	2300	5	23905	10993	....
ATLAS	21	30223	101	244730	1160	3063
BATH	4	6000	13	35834	2046	....
COPLAY	3	2000	41	73074	....	....
DEXTER	....	....	27	22220	23116	15000
EDISON	7	7000	28	50376	5000	....
GIANT	3	7500	4	47355	15000	....
HERCULES	2	43000	59	110493	500	....
KNOCKENBROOKER	....	....	6	15115	1077	3029
LAWRENCE	1	2500	90	230386	5515	480
LEHIGH	11	12864	30	22548	37436	....
MAZARUTH	1	1000	93	348021	....	....
PINK ALLEN	4	16500	3	7124	....	....
PENNSYLVANIA	3	6300	110	291879	12250	...
PHOENIX	....	....	21	47329	2000	9900
WILCAWITE	6	15493	20	39116	....	1481
TOTAL	69	157600 127001 34599	650	1620127 16043 1604083	127001	32953

FORM 9

Govt. Ex. No. 406

 CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
 SUMMARY OF CONTRACTS FOR FIRST THREE MONTHS 1919.

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & INCREASES	
	NO. TO DATE	AMTS. TO DATE	NO. TO DATE	AMTS. TO DATE	INCREASES TO DATE	DECREASES TO DATE
ALLEGHTON	3	6032	23	65978	307	21646
ALPHA	9	22450	6	24692	17058	....
ATLAS	29	51849	114	261697	1351	3063
BATH	6	7750	23	43964	2046	....
COPLAY	3	2000	44	74989	1250	....
DEXTER	1	3000	43	33788	28516	15000
EDISON	10	14200	27	61711	5200	200
GIANT	5	8850	5	50855	15000	....
HERCULES	6	42300	62	114929	500	....
KNOCKENBROOKER	....	....	10	20410	1077	3029
LAWRENCE	1	2500	92	233222	5516	480
LEHIGH	19	35764	34	23221	49742	1007
MAZARUTH	1	1000	100	348097	....	....
PINK ALLEN	5	17100	3	7124	....	....
PENNSYLVANIA	7	20400	110	291879	12250	...
PHOENIX	2	3550	21	47329	2000	9900
WILCAWITE	7	12201	22	48186	2100	2481
TOTAL	114	209436 150252 499990	749	1746591 15809 1803397	150552	56406

Govt. Ex. No. 407

1463

CHIEF MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR FIRST FOUR MONTHS 1919.

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & INCREASES TODAY	INCREASES TODAY
	NO. TODAY	AMT. TODAY	NO. TODAY	AMT. TODAY		
ALLEGHTON	7	34332	23	69978	307	21646
ALPHA	29	48200	8	31302	55322	2172
ATLAS	69	154289	136	286961	1391	3063
BATH	9	15290	33	54668	2046	....
COPLAY	6	3690	48	78371	1290	....
DEATER	2	5000	43	33788	28516	15000
EDISON	25	59490	53	94237	5200	6496
GIANT	12	24690	5	50895	15000	....
HERCULES	17	106877	65	118714	500	....
KITCHENROCKER	1	1500	12	21569	1077	3029
LAWRENCE	16	39880	94	241193	5516	480
LEHIGH	44	84510	47	46904	51487	9099
MAGNETH	4	18500	109	354125	....	769
PENNY ALIAN	8	22100	7	11569	....	....
PENNSYLVANIA	13	51800	110	291879	48890	....
PHOENIX	4	4050	25	54746	2000	9900
VULCANITE	11	40791	21	47486	2100	2481
TOTAL	279	718831 <u>280562</u> 438269	837	1884345 <u>74135</u> 1958480	220562	74135

CHIEF MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR FIRST FIVE MONTHS, 1919

Govt. Ex. No. 408

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & INCREASES TODAY	INCREASE TODAY
	NO. TO DATE	AMT. TO DATE	NO. TO DATE	AMT. TO DATE		
ALLEGHTON	17	69682	28	74507	307	21646
ALPHA	77	160140	8	31302	78436	2172
ATLAS	135	370440	149	297327	1391	3063
BATH	21	101000	35	54796	2046	....
COPLAY	15	49250	54	90605	1290	....
DEATER	7	19200	51	40937	28516	15000
EDISON	57	121710	60	105437	5200	6496
GIANT	12	41290	6	52855	15000	....
HERCULES	25	129632	65	118714	500	....
KITCHENROCKER	6	18500	12	21569	1077	3029
LAWRENCE	31	92120	95	243133	5516	480
LEHIGH	96	225620	55	53529	53736	9099
MAGNETH	12	67000	107	339396	3000	769
PENNY ALIAN	14	45000	8	11733	....	....
PENNSYLVANIA	35	127500	113	296269	48890	....
PHOENIX	4	4050	25	54746	2000	9900
VULCANITE	25	112913	20	52515	2100	2481
TOTAL	600	1747967 <u>243921</u> 1956792	895	1950470 <u>78235</u> 2028705	248920	76235

Govt. Ex. No. 409

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR FIRST SIX MONTHS, 1919.

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & INCREASES	
	NO. TODAY	DOLL. TODAY	NO. TODAY	DOLL. TODAY	TODAY	TODAY
ALLENTOWN	44	101594	32	90427	307	21646
ALPHA	187	404870	11	36171	53338	13172
ATLAS	248	725616	162	311870	1391	25063
BATH	31	139090	40	60735	2046	....
COPLAT	21	106550	61	94074	1250	....
DEXTER	19	33950	54	112600	28516	15000
EDISON	94	316110	68	116552	5200	8958
GIANT	30	135550	10	87627	15000	....
HERCULES	48	155202	70	120157	500	....
KNUCKENROCKER	12	68950	14	24556	1077	3029
LAWRENCE	69	271580	106	262670	5516	480
LEHIGH	201	430550	86	93671	55846	9099
NAZARETH	39	116500	112	341704	3000	769
PEDD ALLEN	25	78650	9	12002	....	....
PENNSYLVANIA	72	265300	115	303941	46850	....
PHOENIX	12	42150	39	86736	2000	9900
VULCANITE	42	162963	30	51617	4100	2461
TOTAL	1194	3555135	1019	2250052	257677	109597
		257677		109597		
		3612812		2359049		

FORM 9

Govt. Ex. No. 410

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
SUMMARY OF CONTRACTS FOR FIRST SEVEN MONTHS 1919.

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & INCREASES	
	NO. TODAY	DOLL. TODAY	NO. TODAY	DOLL. TODAY	TODAY	TODAY
ALLENTOWN	67	220925	33	110325	307	21646
ALPHA	297	598407	14	40671	83838	15672
ATLAS	465	1247156	172	345968	27206	25063
BATH	63	228050	41	60892	2246	....
COPLAT	70	184980	62	94674	1250	....
DEXTER	55	114060	57	138911	33516	15000
EDISON	162	541955	75	135639	8400	8958
GIANT	48	228875	12	88591	15000	....
HERCULES	71	197155	75	124649	500	....
KNUCKENROCKER	23	102490	14	24558	1977	3029
LAWRENCE	125	453780	109	264480	5516	480
LEHIGH	343	783733	97	105198	63586	9099
NAZARETH	78	186499	120	416148	3000	769
PEDD ALLEN	45	186350	10	13002	....	....
PENNSYLVANIA	107	409500	129	328564	46850	....
PHOENIX	29	85490	40	85236	2000	9900
VULCANITE	91	252402	35	59261	4100	2461
TOTAL	2143	6024647	1095	2434767	301892	112097
		301892		112097		
		6126539		2546864		

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
SUMMARY OF CONTRACTS FOR FIRST EIGHT MONTHS 1919.

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & DECREASES	
	NO. TO DATE	SELS. TO DATE	NO. TO DATE	SELS. TO DATE	INCREASES TO DATE	DECREASES TO DATE
ALABAMA	127	400703	33	110385	307	21646
ALPHA	413	837017	15	41440	83838	13672
ATLAS	714	1690830	287	378143	48033	26063
BATH	141	480130	45	69487	2846	....
COPLAY	147	277245	63	96674	1250	....
DEYTER	91	206867	58	132930	33516	13000
EDISON	235	898097	84	148648	9400	8958
GIANT	87	375091	15	98695	13000	....
HERCULES	173	305707	75	124649	500	10000
KWICKENBOCKEN	49	222500	14	28958	1977	3089
LAWRENCE	218	718936	114	270906	5516	480
LEHIGH	577	1177302	101	115423	70309	9099
MAZARETH	151	495417	130	439087	5500	769
PENNY ALLEN	83	277690	10	13002	....	....
PENNSYLVANIA	148	631890	130	338564	48850	....
PHOENIX	83	231000	42	95432	2000	9900
VULCANITE	207	526672	42	156899	7600	5831
TOTAL	3642	9713074 1304442 12043516	1158	2648218 125847 2774669	330442	125847

Govt. Ex. No. 412

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR FIRST NINE MONTHS 1919.

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & DECREASES	
	NO. TO DATE	SELS. TO DATE	NO. TO DATE	SELS. TO DATE	INCREASES TO DATE	DECREASES TO DATE
ALABAMA	148	481103	33	110385	307	21646
ALPHA	514	1037271	15	41440	84838	13672
ATLAS	844	2128672	202	394487	43833	22363
BATH	162	567347	50	77342	2846	....
COPLAY	209	377048	76	174025	1250	....
DEYTER	118	254966	60	133446	33516	13000
EDISON	260	975476	89	158048	9400	8958
GIANT	107	463022	18	127792	15000	....
HERCULES	196	341266	82	138704	509	10000
KWICKENBOCKEN	59	242300	14	28558	1977	3089
LAWRENCE	232	816436	116	293906	5516	480
LEHIGH	699	1489328	119	152861	76109	11902
MAZARETH	173	501079	131	439202	5500	2269
PENNY ALLEN	92	328150	17	20161	....	....
PENNSYLVANIA	164	701800	132	341505	48850	....
PHOENIX	96	354000	46	107421	2000	9900
VULCANITE	236	586472	46	172436	8400	11031
TOTAL	4310	11620859 321931 11973810	1249	3924022 121850 3045972	341951	141850

FORM 9

 CHEMIST MANUFACTURERS PROTECTIVE ASSOCIATION
 SUMMARY OF CONTRACTS FOR FIRST TEN MONTHS 1919.

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & INCREASES	
	NO.	TODAY'S	NO.	TODAY'S	INCREASES	TODAY'S
ALBANY	180	58303	49	187071	307	21646
ALPHA	616	1313793	84	48971	87834	18172
ATLAS	954	8472631	231	416483	57033	34863
BATH	172	597897	71	188775	2846	.....
COPLAY	238	553539	88	464039	8450	.....
DEXTER	150	358015	63	137868	34516	15000
EDISON	290	1061548	108	164854	10300	12858
GIANT	132	546282	19	188798	15000	.....
HERCULES	219	456266	86	149139	779	11800
KWICKSPOCKETS	65	865900	21	30308	1977	3029
LAWRENCE	261	935436	117	896906	7216	5480
LEHIGH	782	1648109	157	187514	78455	11508
MARATHA	809	622089	133	439978	10500	2269
NEW ALLEN	98	363850	17	35161	.....	.....
PENNSYLVANIA	183	822900	160	378191	46850	.....
PHOENIX	100	367000	45	107481	2000	9900
VULCANITE	261	600072	78	217809	8800	16131
TOTAL	4916	13687530 364861 13997591	1467	3433468 154020 3587488	368067	154950

Govt. Ex. No. 414

FORM 9

 CHEMIST MANUFACTURERS PROTECTIVE ASSOCIATION
 MONTHLY SUMMARY OF CONTRACTS FOR FIRST ELEVEN MONTHS 1919.

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & INCREASES	
	NO.	TODAY'S	NO.	TODAY'S	INCREASES	TODAY'S
ALBANY	202	589003	53	138071	307	21646
ALPHA	670	1460149	88	51481	90584	18172
ATLAS	1070	8916389	289	457673	60306	34863
BATH	178	619397	79	125443	27846	.....
COPLAY	255	571089	107	409910	2450	.....
DEXTER	155	358015	69	146119	35016	15000
EDISON	321	1812108	124	217003	13100	14358
GIANT	139	591916	22	130055	15000	.....
HERCULES	242	553816	114	167074	779	11900
KWICKSPOCKETS	72	339800	35	39782	1977	3029
LAWRENCE	297	1034736	130	322896	7216	5480
LEHIGH	865	1874064	184	229934	84372	13671
MARATHA	222	677729	140	442480	10500	2269
NEW ALLEN	104	400850	10	64111	.....	.....
PENNSYLVANIA	199	865100	162	382155	46850	.....
PHOENIX	105	386300	45	107481	2000	9900
VULCANITE	277	737482	99	231238	8904	16131
TOTAL	5373	14893843 40811 15301954	1784	3666848 18402 3850850	409811	184607

Govt. Ex. No. 415

14651

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR 12 MONTHS, 1920

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & INCREASES	
	NO. TO DATE	\$BLS. TO DATE	NO. TO DATE	\$BLS. TO DATE	INCREASES TO DATE	DECREASES TO DATE
ALLEGHTOWN	245	673843	80	176677	307	21846
ALPHA	900	2309140	45	68308	92250	20422
ATLAS	1509	4337269	357	535816	61868	49674
BATH	194	701347	105	164509	27346	....
COPLAY	345	823589	122	416187	8490	....
DENTER	189	432875	85	160801	36916	15000
EDISON	461	1636959	157	257526	20750	24235
GIANT	196	369816	22	130055	15000	100
HERCULES	260	592516	142	183744	6292	11900
KNICKERBOCKER	97	395562	37	40901	6977	3029
LAWRENCE	405	1291211	167	405121	8216	10544
LEHIGH	1161	2703600	231	278109	98565	17727
MAZARETH	307	952401	149	447112	15500	2769
PENN ALLEN	171	467349	52	95530	....	....
PENNSYLVANIA	290	1168547	192	432337	55130	....
PHOENIX	133	479700	53	118454	2000	9900
VULCANITE	373	1008416	110	238515	15704	38619
TOTAL	7236	20963756 4176217 21439953	2119	4147802 825565 4373367	476217	225565

Govt. Ex. No. 416

FORM 9

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR FIRST TWO MONTHS, 1920.

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & INCREASES	
	NO. TO DATE	\$BLS. TO DATE	NO. TO DATE	\$BLS. TO DATE	INCREASES TO DATE	DECREASES TO DATE
ALLEGHTOWN	59	293420	10	22385	1900	4600
ALPHA	375	1031406	226	305209	36522	35442
ATLAS	468	1367922	141	185272	22093	60142
BATH	42	82500	12	19604	....	4700
COPLAY	180	425298	44	116007	7401	728
DENTER	158	245328	29	32524	4500	....
EDISON	46	230580	35	81918	15842	11692
GIANT	84	505279	21	42275	....	36171
HERCULES	343	545087	46	65315	5538	18693
KNICKERBOCKER	169	394631	4	3428	1500	....
LAWRENCE	190	624368	31	38162	12500	500
LEHIGH	476	1115467	208	295624	40964	7200
MAZARETH	165	542069	46	84034	9350	300
PENN ALLEN	65	108156	13	11755	4600	5688
PENNSYLVANIA	145	438470	23	125784	10750	....
PHOENIX	60	195049	32	44662	4614	6192
VULCANITE	148	278427	53	65840	5013	64951
TOTAL	3213	8477446 182487 8660333	982	1541820 355005 1796825	182887	255005

FORM 9

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR FIRST THREE MONTHS 1920

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & DECREASES	
	NO.	TONNAGE	NO.	TONNAGE	INCREASES	DECREASES
ALLENTOWN	132	303695	20	25385	9900	9000
ALPHA	433	1186212	250	358707	42722	54122
ATLAS	636	1872871	211	333562	26056	256176
BATH	56	108800	19	24425	....	6271
COPLAY	186	438965	59	161151	9101	1366
DEKTON	128	322461	29	32524	4500	....
EDISON	76	328631	40	84918	19142	13692
GIANT	107	589729	38	79903	....	36971
HERCULES	353	969487	62	77322	5538	12866
KITCKENBROOK	126	471131	4	3422	3500	5000
LAWRENCE	229	730568	54	94622	12269	70070
LEHIGH	607	1462256	254	360666	50054	2894
MALDEN	123	705069	47	85034	9850	300
PEEN ALLEN	73	113565	15	28756	4000	10986
PENNSYLVANIA	122	573250	30	165939	10750	3000
PHOENIX	64	205749	32	44662	4614	6192
VULCANITE	177	336727	61	74421	9957	79051
TOTAL	3568	10316106	1225	2035471	223953	571231
		223953		571231		
		10540059		2606702		

Govt. Ex. No. 418

FORM 9

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR FIRST FOUR MONTHS 1920

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & DECREASES	
	NO.	TONNAGE	NO.	TONNAGE	INCREASES	DECREASES
ALLENTOWN	152	443460	34	46092	5900	13500
ALPHA	494	1529244	300	410712	43222	54622
ATLAS	691	2034042	242	374990	31756	202008
BATH	70	166200	40	34605	....	6271
COPLAY	196	451615	61	162709	9101	1366
DEKTON	203	363072	30	32775	4500	4500
EDISON	116	567577	57	108422	39642	11817
GIANT	110	561729	39	82903	900	36971
HERCULES	360	563887	70	22222	5538	14866
KITCKENBROOK	223	642221	4	3422	3500	5000
LAWRENCE	259	966212	60	104117	22269	73870
LEHIGH	700	1854091	299	441727	62347	20869
MALDEN	220	891340	90	90583	9850	300
PEEN ALLEN	64	149565	17	29756	4000	14958
PENNSYLVANIA	213	765900	32	165939	10750	3000
PHOENIX	69	223660	32	44662	4614	6192
VULCANITE	219	336727	79	31591	11507	24601
TOTAL	4385	12644542	1440	2511502	276096	63860
		12644542		2511502		
		1252664		2949931		

Govt. Ex. No. 419
CEMENT MANUFACTURING PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FIRST FIVE MONTHS, 1920.

14864

COMPANY	NEW CONTRACTS		CONTRACTS CANCELLED		REINSTATEMENTS & INCREASES MONTHLY	DECREASES MONTHLY
	NO. CONTRACTS	AMOUNT	NO. CONTRACTS	AMOUNT		
ALLEGHENY	179	462160	46	97340	17936	95700
ALPHA	544	1719698	336	444167	56016	70468
ATLAS	713	2098128	333	433228	46356	899308
BATH	70	166800	43	38988	.....	6271
COPLAY	212	487606	76	187490	9101	3416
DECKER	841	467097	36	49697	4700	10800
EDISON	130	592727	69	157638	40142	32217
GIANT	113	576709	44	101456	1812	36813
HENCKLES	361	186607	83	98237	6038	33962
KENTUCKY	229	692801	5	6947	3500	5000
LAWRENCE	287	1110943	64	107930	12269	71970
LEHIGH	735	1944986	330	527947	77793	32736
MAZARETH	227	924671	56	97406	9650	300
PENN ALLEN	56	124565	19	32432	17750	14928
PENNSYLVANIA	216	800900	36	489439	20553	3000
PRIDEMIX	69	223620	44	60346	4614	7442
VULCANITE	239	443827	93	140003	12557	48601
TOTAL	4661	13599483 1507280 12010274	1719	2700140 774540 3474682	350719	774540

Govt. Ex. No. 420
CEMENT MANUFACTURING PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR FIRST SIX MONTHS 1920

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & INCREASES MONTHLY	DECREASES MONTHLY
	NO. CONTRACTS	AMOUNT	NO. CONTRACTS	AMOUNT		
ALLEGHENY	188	516090	60	83161	17936	61400
ALPHA	549	1930044	397	534397	56289	71236
ATLAS	746	2294078	421	939355	90644	301008
BATH	72	176200	73	66219	800	9671
COPLAY	214	489206	82	186090	10101	3416
DECKER	278	564018	73	71484	4700	10800
EDISON	134	601127	119	217061	40142	33966
GIANT	113	576709	54	109945	2012	36813
HENCKLES	361	566607	142	169270	6138	46922
KENTUCKY	233	723621	13	37874	3500	13660
LAWRENCE	296	1168443	64	107933	23269	84966
LEHIGH	751	2010909	431	614995	80426	32950
MAZARETH	229	932371	67	139324	12619	300
PENN ALLEN	101	208265	49	60702	13750	29366
PENNSYLVANIA	219	846500	38	187696	24553	3000
PRIDEMIX	69	223620	49	70168	4614	7442
VULCANITE	254	534927	104	163500	13097	101433
TOTAL	4807	14345355 1608112 14715167	2306	3408774 836510 4297792	369812	889418

FORM 9

Govt. Ex. No. 421

FORM 9

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR FIRST EIGHT MONTHS 1940

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & OTHERS	TOTAL
	NO.	AMOUNT	NO.	AMOUNT		
ALLENBROS	134	940090	63	83562	17933	61100
ALPHA	950	1931794	474	629115	64829	71238
ATLAS	764	2526474	512	637827	29644	351235
BATH	72	171200	95	103700	620	9671
COPLAY	214	449206	98	201735	10301	3916
EMERY	283	969112	26	120012	4700	10200
ERISON	136	609927	211	324786	40142	176210
GLANT	113	576789	63	115694	2812	10247
HERCULES	361	506687	198	212703	6138	62212
HYDROBROOK	233	723621	21	47680	3500	13669
LAKESIDE	301	1230443	110	199122	23269	91130
LEHIGH	761	2031409	660	849293	10486	62202
MASANTH	236	1008471	122	121302	10619	12950
PENN ALLEN	104	217265	88	116222	17750	64079
PENNSYLVANIA	220	831500	41	191596	24353	3000
PHOENIX	69	273680	112	273340	4624	7042
VULCANITE	263	526427	221	246997	13097	120963
TOTAL	4494	14478309	3121	4996662	320112	1166284
		130313317		1166284		
		130313317		5725004		

Govt. Ex. No. 422

FORM 9

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR FIRST EIGHT MONTHS 1940

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & OTHERS	TOTAL
	NO.	AMOUNT	NO.	AMOUNT		
ALLENBROS	136	944790	113	175628	19638	61200
ALPHA	950	1931794	545	697923	66829	71238
ATLAS	806	2668474	827	778042	74938	383825
BATH	72	170200	139	195225	620	9671
COPLAY	236	449206	146	284735	10301	23027
EMERY	285	973212	102	222777	4700	10200
ERISON	140	629927	269	413280	40142	129353
GLANT	113	576789	63	115694	2812	52701
HERCULES	361	506687	240	246225	6138	62212
HYDROBROOK	233	723621	24	176767	3500	64079
LAKESIDE	304	1230443	126	231238	23269	91130
LEHIGH	770	2120309	770	986269	81137	103077
MASANTH	236	1041971	173	319742	12138	12950
PENN ALLEN	105	219265	102	163340	17750	64079
PENNSYLVANIA	234	830500	42	234020	24353	3000
PHOENIX	69	273680	121	300503	4624	7042
VULCANITE	267	526427	220	273038	13097	120963
TOTAL	4956	15841125	3934	3841640	429396	1321021
		130313317		130313317		
		130313317		130313317		

Govt. Ex. No. 422

FORM 3

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR FIRST NINE MONTHS 1920

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & INCREASES TODAY	DECREASES TODAY
	NO. TODAY	VAL., TODAY	NO. TODAY	VAL., TODAY		
ALLEGANY	196	949390	144	307197	19638	99788
ALPHA	552	1944194	604	742958	67570	80238
ATLAS	827	2882078	699	887120	78934	443039
BATH	72	174800	147	214764	800	9671
COPLAY	212	495706	195	305806	10101	42157
DESTER	289	587964	126	204902	4700	18219
EDISON	140	622927	287	304860	40142	194655
GIANT	113	576729	92	183621	2812	95557
HERCULES	362	566487	944	339375	6138	73535
HOICKERDOCKEY	233	723842	64	176767	3500	44203
LAWRENCE	310	1273443	144	290558	23269	95190
LEHIGH	775	2219205	844	1031892	81697	113492
MAZARUN	258	1041971	148	339119	12138	19850
PENN ALLEG	107	223463	113	172784	17750	58820
PENNSYLVANIA	239	914030	71	320921	27553	3000
PROMIX	69	225600	137	351092	4614	7442
VULCANITE	201	630735	295	310575	13457	143981
TOTAL	5000	19618061 514811 15031874	4513	6677271 1519445 8216716	414813	1539445

Govt. Ex. No. 424

FORM 3

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR FIRST TEN MONTHS 1920

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & INCREASES TODAY	DECREASES TODAY
	NO. TODAY	VAL., TODAY	NO. TODAY	VAL., TODAY		
ALLEGANY	197	954390	237	423482	13638	99788
ALPHA	554	1949194	607	852489	67570	80238
ATLAS	830	2957320	804	986038	78934	446099
BATH	74	145700	149	221904	800	9671
COPLAY	213	506706	224	314070	10101	42157
DESTER	290	588618	145	204719	4700	18219
EDISON	141	628527	313	327545	40142	200480
GIANT	114	580229	100	227134	2812	103557
HERCULES	364	606487	346	344959	38932	79580
HOICKERDOCKEY	234	730481	128	496757	3500	52399
LAWRENCE	311	1276443	122	314753	23269	100000
LEHIGH	786	2274329	918	1003537	85697	139857
MAZARUN	258	1041971	227	317498	12138	19850
PENN ALLEG	108	226377	116	178668	17750	58820
PENNSYLVANIA	247	940900	73	327737	27553	3000
PROMIX	70	226180	137	351092	4614	7442
VULCANITE	201	630735	327	338923	13457	150374
TOTAL	5200	19774400 514811 15031877	5000	7913305 1519445 9432750	451607	1649727

Govt. Ex. No. 425

FORM 9

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR FIRST ELEVEN MONTHS 1920.

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & INCREASES TODAY	DECREASES TODAY
	NO. TODAY	REGL. TODAY	NO. TODAY	REGL. TODAY		
ALLENTOWN	197	564390	266	483653	19638	102788
ALPHA	957	1964894	764	1040869	67570	80238
ATLAS	903	3056066	863	1086942	78934	516283
BATH	77	190800	151	224497	800	9671
COPLAY	223	515449	248	375296	10101	46475
DEXTER	293	598868	153	230834	4700	21241
EDISON	141	628427	333	522336	40142	200480
GIANT	116	583329	114	234426	2812	106757
HERCULES	363	629887	415	414783	38932	79580
KWICKENBOCKER	234	730881	184	324357	8000	52399
LAWRENCE	313	1286943	214	389629	23269	100596
LEHIGH	800	2305059	954	1264829	86847	169529
MARATHON	238	1041971	247	408557	12138	15850
PERRY ALLEN	114	235777	127	200249	17750	58820
PENNSYLVANIA	254	974500	115	430060	27553	5000
PHOENIX	74	240180	150	343130	4614	7442
VULCANITE	296	655460	366	559034	14457	194748
TOTAL	5191	16222921 458257 16681178	5704	8433983 1713227 10519756	452857	1713227

FORM 9

Govt. Ex. No. 426

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR LAST TWELVE MONTHS 1920

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		REINSTATEMENTS & INCREASES TODAY	DECREASES TODAY
	NO. TODAY	REGL. TODAY	NO. TODAY	REGL. TODAY		
ALLENTOWN	199	565890	319	996010	20638	110788
ALPHA	961	1998094	816	1255305	67570	84238
ATLAS	919	3105116	896	1145783	78934	540533
BATH	86	205619	155	241883	800	9671
COPLAY	228	523563	269	405147	11001	46475
DEXTER	293	633763	165	262919	4700	21241
EDISON	141	628427	334	673833	40142	200480
GIANT	120	628829	119	240738	2812	106757
HERCULES	364	631387	421	441245	38932	79580
KWICKENBOCKER	234	730881	210	364799	8000	52399
LAWRENCE	313	1286943	364	741691	23269	100796
LEHIGH	805	2312955	1018	1285250	86847	165608
MARATHON	238	1041971	305	552378	12138	15857
PERRY ALLEN	116	235777	127	200249	17750	58820
PENNSYLVANIA	256	978500	190	632878	29553	29725
PHOENIX	75	252180	150	343130	4614	7442
VULCANITE	300	663260	417	426801	14457	194748
TOTAL	5249	16427281 462157 16889438	6295	9647965 1781112 11466853	462157	1781112

FORM 9

Govt. Ex. No. 427

14684

GUNNUT MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR FIRST TWO MONTHS 1921

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		RESTATEMENTS & INCREASES TODAY	DECREASES TODAY
	NO. TODAY	DELS. TODAY	NO. TODAY	DELS. TODAY		
ALLEN TOWN	3	4100	1	1292	....	....
ALPHA	17	34250	79	146485	33243	....
ATLAS	80	304790	52	134339	....	2800
BATH	10	99450	20	133396	....	....
COPLAY	12	109036	62	104596	....	....
DEXTER	2	14500	25	62436	2100	....
EDISON	3	4200	12	72223	....	....
GIANT	24	136400	32	137082	....	....
HERCULES	4	6400	20	57739	17000	34085
KNOCKENROCKER	4	20790	1	3111	13452	29335
LAWRENCE	6	20000	9	14664	....	....
LEHIGH	49	113335	146	534591	2850	21585
MAZARETH	13	107900	97	142761	....	400
PRIN ALLEN	10	14390	10	10646	....	....
PENNSYLVANIA	14	65000	100	297193	9244	32121
PHOENIX	....	....	16	49215	2000	....
VULCANITE	18	73483	19	66611	11322	....
TOTAL	269	1004444 81657 1096101	677	2268280 116486 2384766	91637	116586

FORM 9

Govt. Ex. No. 428

GUNNUT MANUFACTURERS PROTECTIVE ASSOCIATION
MONTHLY SUMMARY OF CONTRACTS FOR FIRST THREE MONTHS 1921

COMPANY	NEW CONTRACTS		CANCELLED CONTRACTS		RESTATEMENTS & INCREASES TODAY	DECREASES TODAY
	NO. TODAY	DELS. TODAY	NO. TODAY	DELS. TODAY		
ALLEN TOWN	11	36400	3	2100	5096	....
ALPHA	72	199035	43	460322	66446	....
ATLAS	142	392634	58	190792	2000	2800
BATH	17	98400	20	133296	....	....
COPLAY	21	116586	87	107364	....	....
DEXTER	8	94000	30	83175	2100	4000
EDISON	12	55586	26	133746	3000	....
GIANT	31	158425	34	160082	....	....
HERCULES	6	7900	20	57739	17000	34085
KNOCKENROCKER	11	54082	1	3111	13452	29335
LAWRENCE	18	74597	40	77018	....	....
LEHIGH	119	285273	151	542095	51171	26166
MAZARETH	17	122600	65	154753	....	400
PRIN ALLEN	22	30990	10	10646	9061	1015
PENNSYLVANIA	33	166075	138	421220	27224	34321
PHOENIX	9	5400	16	49215	2000	....
VULCANITE	31	104447	35	87165	14099	....
TOTAL	576	1966793 203102 2169895	617	2634509 128112 2762621	209109	122342

Govt. Ex. No. 129

QUESTIONS? CONTACT THE ASSOCIATION
FOR THE CONSTRUCTION INDUSTRY
AT 1-800-368-2722

COMPANY	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000
---------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------

[fol. 1471½]

Govt. Ex. No. 513

The Edison Portland Cement Co.

Stewartsville, N. J.

January 9, 1913.

Mr. John R. Morron, President Eastern Cement Association, 30
Broad St., New York, N. Y.

DEAR MR. MORRON: Enclosed please find a copy of report made
by our Statistical Committee, which I trust you will very carefully
consider.

Yours very truly, (Signed) W. S. Mallory, Chairman Com-
mittee on Statistics.

P.S.—I have sent a duplicate of the above letter to every member
of our Association, and also to the Companies who are not mem-
bers, as I believe it is desirable to have them all thoroughly under-
stand the danger of over-producing in Winter months. W. S. M.

[fol. 1472]

Govt. Ex. No. 514

Eastern Cement Association

Stewartsville, N. J.

January 30, 1913.

Mr. John R. Morron, President Atlas Portland Cement Co., 30 Broad
Street, New York.

DEAR MR. MORRON: Since the last meeting of our Association, I
have been going carefully into the question of compiling the monthly
statistics for our Committee covering the last four years, as a basis
of comparison with future figures, and find that with your permis-
sion, our Committee can obtain them from Mr. Percy H. Wilson,
Statistician of the Association of American Portland Cement Manu-
facturers, and in this way it will save you the trouble of making up
these past figures for our Committee.

Also with your permission, we can obtain from Mr. Wilson dupli-
cates of the future figures on production shipments and stock on
hand, and handling the matter in this way, it will only be necessary
for your company to forward one set of figures, and the writer be-
lieves this will save some confusion.

[fol. 1472½] If this plan is satisfactory to you, I would appreciate
it if you would so advise me, and I will turn your letter over to Mr.
Wilson as authority for delivering to our Secretary, Mr. Kittrell, the
past and future statistics.

At the next meeting of our Association, our Committee will present
for your consideration the desirability of forwarding to the executive
officer for each of the members of the Eastern Cement Association

a monthly typewritten sheet giving the production, shipments and stock on hand of each individual company, the desirability for such action being a matter of education to all of our members as to the exact statistical condition.

Trusting that you will cooperate with our Committee in permitting us to obtain the statistics from Mr. Wilson and will be prepared to consider the other question at our next meeting, I am

Yours very truly, (Signed) W. S. Mallory Chairman Committee on Statistics.

[fol. 1473]

Govt. Ex. No. 515

July 22, 1913.

DEAR MR. HARDING: Thank you very much for yours of the 21st, and the statistics you send me are very interesting. That ratio of shipments to production is just about right, and the percentage of operation as related to maximum was very well attended to in each instance.

I wish you would stop in and see me the next time you are here. I think conditions are looking quite a little better in some respects.

Yours very truly, Morron.

Mr. W. H. Harding, 1718 Land Title Bldg., Philadelphia, Pa.

[fol. 1473½]

Govt. Ex. No. 516

Dec. 29, 1913.

DEAR GEORGE: I thought perhaps it might be of interest to you to see a rather accurate account of a little informal talk which I made to the Cement Manufacturers at their annual dinner, as it, I think, expresses the Atlas opinion of conditions.

Yours very truly, Mr. George F. Baker, Jr., 2 Wall Street, York.

Above enclosure: memo.:

"The future first depends upon a careful inventory of conditions and knowledge of actual facts. A knowledge of proper depreciation. A correct sinking fund for depletion of rock. An accurate knowledge of cost per bbl. of all other factors which must be added to mill cost before real cost is properly understood. When these facts have been made clear, then it would seem each manfr. would realize the lowest minimum price at which he can afford to sell so as to make fair and reasonable return to stockholders or owners. The arbitrary increase of output in any territory will not mean, in the majority of cases, that the smaller Co. or Cos. would be unable to live, [fol. 1474] but an arbitrary will make the entire regional situation unsatisfactory as to profit, because each will think he must dispose

of his entire profit, and therefore will narrow difference between cost of production and selling price below a normal return. Good judgment in regard to output will be far more substantial than even the best distributing advantage and force which any Co. may have. In an industry which has shown a continued increase from its inception in this country, where amts. shipped each year for 10 yrs. has been greater than the preceding year, and where new usages are going to increase the demand, in spite of general present conditions, it would behoove each one of us, and not just some of us, to be cautious in not mfg. and carrying in stock the capacity of a mill, but to curtail according to what each may think is a normal condition, and realizing that should he continue to violate the 11th commandment, he will force others into the same position.

A careful and close watchfulness of costs will not result in a difference greater than a few cents between the Cos. who are today well organized and located. On the other hand, an ill-considered selling price will constantly narrow the difference between the cost and the selling price many times and amt. of any saving in operation. I therefore contend that future of cement business, more or less, lies in the process of digestion. I think the increase in usage will, before many yrs. enable each present operating Co. to run its maximum, and still be short of supplying the wants. Until that time to operate at maximum, out of proportion to the conditions, would result in about the same unsatisfactory results as occurred the year before this last one. The Atlas Co. expects to observe this principle until some of the Cos. less patient force it to change the policy. Then it will do it vigorously and not temporarily.

Subterfuges and rebates of any kind, including blank (blanket—?) orders, are detrimental in practice to consumers, dealers and manfrs. These practices are hard to change when once inaugurated. They create competition against the manfr. himself, and do not belong to modern business methods, which should be public and above board. It is impossible to regulate the price of any commodity by agreement. The price of cement, fortunately or unfortunately, must always remain about the same with each living condition. Year before last, when competition rampant, prices of all brands about same, even at low level and in spite of vicious competition. If demand should increase and supply diminish, price will still remain about on a level for brands of equal quality, until such time as an individual will develop a local condition of congestion, which will be temporary.

Good business practices are based upon good morals. Good morals should come under head of moral law. Moral law, is conceded, in most cases, not to violate civil law, and it therefore seems to me that the principles cannot be attacked by any form of our Government, and that it is perfectly within our rights to discuss those practices of distribution which will be fair to the distributor and the consumer or dealer.

[fol. 1475]

GOVT. EX. NO. 517

Feb. 16, 1914.

DEAR MR. HAGAR: I was just wondering in looking over your figures of January and the non-production at Pittsburgh, as to whether it meant that the plant was down, or that you were only manufacturing clinker and not finished product. This was drawn to my attention because Mr. Holman told me that you were very nice in saying to him that you thought our January shipments were good, and I told Mr. Holman that our January shipments were not anywhere near as good a percentage as yours, that you had shipped over 100% of the cement produced. In other words, that your stock on hand Feb. 1st was less than it was Jan. 1st, and it brought to my mind that perhaps the difference might be in clinker unreported. Am I right?

Yours very truly, — — —.

Mr. E. M. Hagar, Prest. Universal Portland Cement Co., 72 W. Adams St., Chicago.

[fol. 1475½]

GOVT. EX. NO. 518

April 9, 1914.

DEAR MR. HAGAR: Thank you very much for yours of the 7th, and I too have pleasant recollections of my call upon you, and look forward to seeing you when you are next here.

I note that the spring season had not opened with you, and that shipping instructions are bad, and they are simply awful with us this month, both east and west. The west has dropped off so there is nothing at all, not half per day of March up to this time, and, unlike you, our sales are not good. However, we hope for better things later on.

I am enclosing you our figures for March, and you will notice that we are far below our March of last year too.

Yours very truly, — — —.

Mr. E. M. Hagar, President, Universal Portland Cement Co., 72 W. Adams St., Chicago, Ill.

[fol. 1476]

GOVT. EX. NO. 519

May 14, 1914.

DEAR MR. HAGAR: Enclosed find our figures for April.

I enjoyed our little visit together in Philadelphia very much.

Yours very truly, Morron.

Mr. E. M. Hagar, President, Universal Portland Cement Co., 72 W. Adams St., Chicago, Ill.

[fol. 1476½]

GOVT. EX. No. 520

May 19, 1914.

DEAR MR. FULLER: Thank you very much for yours of the 18th. Evidently Mr. Weaver must have misunderstood the remark which he refers to. The Atlas company has no right to criticise and does not want to criticise the prices that other people get for their product, but possibly the remark Mr. Weaver referred to was one that I made in which I stated that the Atlas company always had and always would have keen competition, that they did not care what anybody sold his product for, but that they were dead opposed to any concern's rebating or paying commissions or discounts, or subterfuges; that the thing to do was to sell its cement in a straightforward way at any price it wanted to, but have it in the open so that competitors can do just as they choose in regard to meeting it or not. But I, personally, have no use for anyone who tries to create evidence on any proposition, contrary to the real truth.

Thank you very much for the invitation to visit your plant, and I would like to do it. You know I never pretend to know much about cement or its manufacture, and the only thing I am giving real attention to is, widening the difference between cost of production and [fol. 1477] selling price; but I would like very much to stop in and see you, and I expect to do so.

As I understand it, we are giving consideration to a proposition to give one of your grinding mills a test, and I hope it will result in doing business.

I have been told that you have a very orderly and well run plant, and this letter gives me an opportunity of thanking you for allowing our representatives to go through, some few days ago; and at any time we can reciprocate your courtesy please let me know.

Yours very truly, ———

Mr. J. W. Fuller, Manager Director, The Allentown Portland Cement Co., Allentown, Pa.

[fol. 1477½]

GOVT. EX. No. 521

March 5, 1915.

DEAR MR. AFFECK, I am very glad to have your letter of the 3rd, and return you our figures for the month of February, and write particularly to congratulate you upon the curtailment of your output of both clinker and finished product. It is the science of merchandising to do this, and it will win in the end just as sure as night follows day.

It is true that the Edison Company expects to suspend business April 1st. and, confidentially, it is because of losses in the fire, and the fact that they do not feel able to compete with the present unsatisfactory conditions here in the east.

I am very optimistic myself about the western situation. There is only one thing I have in the back of my mind which I should

like to talk over with you one day. I am inclined to think, if conditions do not change in the east, that they cannot consistently remain as they are in the west.

I would be glad to see you when you are here next.

Yours very truly, Morron.

Mr. B. F. Affleck, President, Universal Portland Cement Co., 208 So. La Salle St., Chicago:

[fol. 1478]

Govt. Ex. No. 522

Office of the President Universal Portland Cement Co., Chicago

March 11, 1915.

Mr. John R. Morron, President Atlas Portland Cement Co., 30 Broad Street, New York City.

Personal

MY DEAR MR. MORRON: Thank you for your kind note of the 5th with enclosure.

I have just received the Association statistics. It is pleasing to note a total curtailment in production in the country during the first two months of the year of 29%, against which we have a shrinkage in shipments of 4%. It is noted, however, that the production in Michigan for the first two months of 1915 was 15% greater than in 1914. In the No. 5 group, including our Pittsburgh plant, the production shows an increase of 4%. Our production of cement, however, was 4% less and of clinker about 50% less.

Our operations are continuing on a basis of about 50% and while our shipments will be much better than they were last month, they will be lighter than any previous March since 1912.

Yours truly, (Signed) B. F. Affleck.

[fol. 1478½]

Govt. Ex. No. 523

Giving *Giving* out of any information of any character.

MacFarland and Kimball.

March 30th, 1915.

I notice that the Press quotes the Atlas Company's policy and prices in their issue of March 30th. I do not know where this came from, but please consider this as a notice to notify all your subordinates that the Atlas Company desires no information given to any newspaper whatsoever, or to any one else, on what it is doing, has done, or may do, on prices, policy or anything else.

Any information given out must be given through the President.

Yours very truly, Morron.

Copy H. E. H. W. W. K. A. O. S. W. Y.

[fol. 1479]

Govt. Ex. No. 524

Personal Note, H. G. Trexler to Morron

Oct. 29/15.

Has arranged dinner at Lehigh Country Club, Tuesday Nov. 9, 7:30 with auto trip next morning and luncheon afterwards at Club. Invites Morron.

Govt. Ex. No. 525

October 29, 1915.

Harry C. Trexler, Allenton, Penna.

DEAR MR. MACFARLAND: I am anxious to have my friends among Cement Manufacturers see some of the beauties of nature near Allenton at this time of the year.

I have accordingly arranged a dinner at the Lehigh Country Club for Tuesday, November 9th at 7:30 P. M., an auto trip starting from Allenton the following morning to the game preserve and a luncheon afterward at the Lehigh Country Club.

I will be pleased to have you one of my guests for the program outlined and trust you will be able to be present.

Yours respectfully, (Signed) Harry C. Trexler.

D. H. MacFarland, New York, N. Y.

[fol. 1479½]

Govt. Ex. No. 526

November 1st, 1915.

DEAR MR. TREXLER: Thank you very much for your kind invitation of October 29th to see some of the beauties of nature near Allenton.

It will give me a great deal of pleasure to accept your dinner invitation at the Lehigh Country Club, Tuesday, November 9th, at 7:30 P. M.

With very kind regards, I am

Sincerely yours, MacFarland.

Mr. Harry C. Trexler, Allenton, Penna.

[fol. 1480]

Govt. Ex. No. 527

Bath Portland Cement Company,
Philadelphia, Pa.

Nov. 13, 1915.

Mr. D. H. MacFarland, Atlas Portland Cement Co., 30 Broad Street,
New York City.

DEAR SIR: Enclosed find copy of letter written on Nov. 8th to our representative, C. R. Buckley, Baltimore, Maryland. Mr. Buckley just recently came with us, and in sending him to Baltimore he misunderstood our instructions. We learned of this, and immediately took steps to correct same.

As per the attached copy of letter, you will note the lines under which Mr. Buckley is working, the same applying to all our representatives. If you should hear of anything to the contrary we would be pleased indeed to have you take up the matter with this office.

We are enclosing copy of one of Mr. Buckley's reports, which explains itself.

With very kindest regards, and assuring you of our hearty cooperation, remain

Very truly yours, Bath Portland Cement Company, per
(Signed) John C. Larimer.

Bath Portland Cement Company

[fol. 1480½]

November 9, 1915.

Called on the following concern November 9, 1915:

Name: National Supply Company.

Town: Baltimore, Md.

Dealer, contractor or consumer: Dealer.

Regarding what matter: —.

Remarks

This was my second visit to these people. They considered Bath but came to the conclusion that they would not handle it this year. Security is the brand they shove.

Buying what brands? Security & a little Alpha and Atlas.

C. R. Buckley, Salesman.

Copy

Philadelphia, — 8, 1915.

C. R. Buckley, Baltimore, Md.

DEAR SIR: We have your letter of the 6th also reports of visits to various concerns. We note your remarks regarding the Eastern [fol. 1481] Supply Co. Beg to advise that in view that we are not able to book these people prior to the advance, we will be unable to book their order less than \$1.73.

Keep on as you are doing, getting acquainted with the trade, and quote not less than \$1.00 and 1.05 mill. The opportunity will come later when you will be able to get in with these various concerns.

On account of increased cost of production, cement might possibly advance another ten cents between now and the first of the year and in consequence it will be easier to secure business.

Very truly yours, Bath Portland Cement Company.

[fol. 1481½]

Govt. Ex. No. 528

J. A. Horner, Treas., Nazareth Co., to Morron

Nov. 15/15.

Has heard exaggerated reports on what Nazareth Co. has been doing last six months in mfg. and shipping. From Jan. 1st last to present time mill down tight within 3 days of six months, going down tight Dec. 1 and with proposed changes and repairs will not be operated till last of Jan. or 1st of Feb. 3 manfrs told me in last several days it was generally understood we had added two large kilns. This seems so unfair I wish you to know true condition. Hoped to close down mill Nov. 15 or at least part of it, but for reasons (as stated) must keep mill operating till Dec. 1.

[fol. 1482]

Govt. Ex. No. 529

Morron to Horner

Nov. 16/15.

Thanks for yours of 15th. I never pay any attention to rumors. Am glad you are not to operate the extra two kilns, because if your Co. is run as ours, we find it much sounder to regulate mfg. in relation to our demand. There always has been a great temptation to run mills full, and I do not believe it is to interest of public policy to do it.

"We must not, of course, any of us, do anything that is without the spirit of the law, but good business sense is a thing each Co. should take into consideration; it is their duty to do it. As far as I am concerned, I expect to continue in this business, as I always have, in trying to regulate supply and demand, as far as this individual co. is concerned.

[fol. 1482½]

Govt. Ex. No. 530

Coogan Seey. Alpha to MacFarland

Nov. 16/15.

Have arranged to meet some gentlemen at Raleigh, Washington, Friday, Nov. 19, at 11 A. M. As to arranging this day, thought

you gentlemen would be attending Phila. meeting on Thus. and could go down either Thursday night or Friday morning.

Attached to above are following:

Minutes of Meeting at Machinery Club, 50 Church St., Thursday, Nov. 4, 1 P. M.

Present: Erdell, Cope, Weaver, Griffith, Moyer, Alker, Miller, Hilles, Dutton, Brown, Swett, Gilkyneon, Horner, Beach, Coogan, Stradkey.

F. M. Coogan appointed Sec. Lists of outstanding contracts as sent to each member by Sec. discussed. From records and reports at hand would appear that number of contracts were duplicated by different dealers and number of contracts lodged with more than one Co. Investigation developed that cement for some jobs was furnished by another dealer with different brands of cement. Number of contracts shown on list were entirely completed and occupied by tenants and in some cases no such jobs as covered by contract existed. [fol. 1483] It was decided that secy. make up list of results of investigation so far made, and that copy be sent to each member

where present with request that they check over their contracts and [were]* found to be not bona fide to have them cancelled, or if quantities were not in accordance with requirements of the job, quantities should be reduced. List of the results is attached hereto. These jobs are listed in order in which they are shown on original report sent by you after our meeting of Oct. 19. On original report you will find the full information regarding number of bbls. originally contracted for an- number shipped against each job.

invitation

Meeting adjourned at 5 P. M. On [investigation]* of R. W. Hilles, the gentlemen were invited to meeting at Union League Club, Phila., Thursday, Nov. 18, at 3 P. M.

[fol. 1483½]

Govt. Ex. No. 531

Minutes of Meeting at Hotel Raleigh, Washington, Friday, Nov. 19/15, 11 A. M.

Nov. 19/15.

Present: Young, Chairman, Miller, Brown, Cover, Kelly, Scott, Swett, MacFarland, Moyer, Stapleton, Barbour, Law, Fetter, Harter, Dutton, Ford, Griffith, McCante, Dalbey, Coogan.

Matter of sale, methods and trade practices in South talked over in detail. There seem to be great difficulty and misunderstanding as between Southern Mills and those located in Baltimore District

[*Words and figures enclosed in brackets erased in copy.]

and Lehigh Valley in regard to new method of discount and also method of sales to railroads, etc. After discussion these matters thoroughly discussed by all and it was decided there should be frequent meetings for dissemination of information regarding trade practices as they might affect the different producing districts.

Unanimously decided next meeting be held in N. Y. Tuesday, Dec. 14, 10 A. M. at Hotel Biltmore.

F. M. Coogan, Secy.

[fol. 1484]

Govt. Ex. No. 532

The Atlas Portland Cement Company

New York

Subject: Meetings.

Mr. MacFarland, New York.

St. Louis-New York, Nov. 28th, 1915.

DEAR MR. MACFARLAND: As you know, I have been at Hannibal, and came down here to St. Louis to have a talk with Mr. Conrades, and it would seem to me that he will put some life into this situation, so that we will be more aggressive. There is hard competition here, but we have got to get more business, that is all there is to it.

The main reason for my writing you this letter is because in a talk which Mr. McConell had with me yesterday afternoon he related having been shown a memorandum of what he called some meeting held in Washington of the Southern Manufacturers of cement, and some others as I recall it, in which your name appears, and Mr. McConnell stated to me that the record of that meeting as it had been shown to him was one that he felt sure I would not approve of, and that brought up to my mind a condition on which I have spoken to you a great many times, and which I feel sure you fully appreciate, [fol. 1484½] but I want to emphasize it again. The Atlas Company wants to do anything it can legitimately to improve trade ethics. We have made changes in our terms to 5c a barrel so as to make it an inducement for dealers to handle cement as against other building materials. We are willing to do anything that is within the spirit of the law to straighten out bad customs, but the Atlas Company will not and must not, take part in any conferences which might be misinterpreted.

I know that you feel just as I do on this, but it is a good deal like an automobile; it is not what you do yourself when you drive, but you have got to be on the lookout for what the other fellow does, and while you might not have any intention of entering into any conference that would touch upon any matters other than those which we believe in, still if you take four, five, six, or a dozen men and put them together, somebody is liable to misinterpret it, and the Atlas Company is so staunch in its policy that I feel it necessary to write you this letter again, so that you may be guided thereby. Now do not misunderstand me; I do not think you have done a thing you

should not have done, but in the enthusiasm of some of these other fellows you cannot tell what they will report, and I do not want you to take part in any conferences of any kind that are not strictly in accord with our policy. Furthermore, it seems to me that it would be the safest thing, even when you are talking over these ethics which we have a right to discuss as I understand it, that you should have Mr. Cox, or some lawyer there to take down the record of the [fol. 1485] meeting, so that there can be no misunderstanding, or that no one after it is all over can say that you were trying to do something which you really did not intend to do.

At the time of the investigation about a year ago of our company and others in the industry, I was perfectly frank in showing them everything, and telling them the exact conditions, and the only danger that we were in at any time was what some other fellow said we were trying to do, not what we were really trying to do, and the strength of our position was that I had a record of our intentions, and we were not dependent upon somebody else's memory as to what was done.

This must have your very careful attention, and you must handle the matter on those lines always, and without exception.

Yours truly, (Signed) J. R. M.

[fol. 1485½]

Govt. Ex. No. 533

Memorandum

December 1, 1915.

At an informal meeting of various Eastern manufacturers at the Railroad Club, held November 30th, I made the statement that from two recent letters I had received I felt there might be a misapprehension as to the exact position of the Atlas Company in connection with the handling of its business and, therefore, wanted to state that we were always glad to furnish and receive statistical information of past performances, and that we would be willing to do anything that was within the spirit, as well as the letter of the law, to correct bad customs, but that we would under no circumstances be a party to any arrangement that might be construed as having at any time a price understanding or agreement, and to illustrate to those present—without mentioning the names of the Companies from which I had received letters that might be misconstrued—I read the substance of my reply to a letter I wrote November 30th to Mr. J. C. Lorimer of the Bath Portland Cement Company, and another letter I wrote Mr. W. B. Dutton, General Sales Manager of the Coplay Cement Manufacturing Company.

(Signed) D. H. MacFarland.

[fol. 1486]

Govt. Ex. No. 534

Memorandum

Telephone conversation between President John R. Morron and W. S. Malory between eleven and eleven-thirty o'clock Saturday, December fourth, 1915, there being present in the president's office, at 30 Broad street, at that time Mr. W. E. Miner and Mr. D. H. MacFarland.

The conversation related to statistical information compiled by Mr. Mallory of the cement business.

President Morron stated to Mr. Mallory that it was his understanding that the statistics compiled by Mr. Mallory showed the production in past years of the various plants, and that wherever he showed a minus sign it would indicate that the Atlas Company's average production for this year was less than its average production for the three years; and that wherever he showed a plus sign it would indicate that the Atlas Company's shipments averaged greater than the average for the three years. This information is valuable as by these plus and minus statements he was able to determine Atlas volume of business.

[fol. 1486½] President Morron stated to Mr. Mallory that he felt that at the recent conferences some of those attending misinterpreted the object of the compilation of these statistics and have inferred that they were dealing with the price of cement, and that he had written Mr. MacFarland to that effect, instructing that he should not be a party to any further conference, because some of those attending such conferences seemed to be impressed with, and to convey the, idea that they related to prices which was not to be considered for a moment, and therefore we would not be a party to or take part in any way in any further conferences, nor would we be represented at any time or place with any one, except a chaperon be present, meaning an attorney.

December 4th, 1915.

[fol. 1487]

Govt. Ex. No. 535

Jan. 11, 1916.

D. H. MacFarland, Chicago, Ill.:

Enclosed herewith please find copy of letter from Mr. Clark in explanation of tabulation of bids opened on the 10th inst. by the City of Worcester,

Yours very truly, — — —. CAK/MH.

Enc.

The Atlas Portland Cement Co.

Boston

C. A. Kimball:

Jan. 10, 1916.

Explaining our tabulation of bids today at Worcester, Mass. you will note that the only two manufacturers who bid direct maintained

the proper price. Smith Green Co. also maintained the right price but put one over on us as regarding cash discount telling us previous to the bid that they would confine 5¢ per bbl. discount to ten days from date of invoice, but actually giving the benefit of 5¢ per bbl. cash discount if payable on 26th of month following delivery. It is said in Worcester that the contract will be awarded F. E. Powers Co. whose price with bags off amounts to \$1.47 per bbl. being even lower [fol. 1487½] than other bids which may have specified cash discount of 5¢ per bbl. There is some talk that one of the Worcester dealers will write to the Manufacturers of the brands named by F. E. Powers Co., protesting against their making shipments on price basis which is so clearly under the market.

E. W. Clark

The Atlas Portland Cement Co., Boston

C. A. Kimball, Jan. 10, 1916

Bids at Worcester, Mass., today resulted as follows:

	Per bag	Per bbl.	Bag rebate pre- paid by dealer	Terms	Bags at local shed
Saylors direct.....	.48½	\$1.95	9½¢	5/10	...
Giant " .....	.48½	1.95	9	no terms	...
Smith Green Co.....Alsen	.46½	1.85	...	5¢ on 20th	7½¢
Smith Green Co. { Lehigh Atlas Allentown Dexter }	.48½	1.95	...	5¢ on 20th	10 ¢
B. F. Marsh Co. { Pen Allen Phoenix Saylors Vulcanite Atlas }	.48½	1.95	...	5/10	9 85/100
Wood Lumber Co.....Dragon	.48 7/16	1.93½	...	no terms	10¢
Worcester Fuel Co. Nazareth.	.48½	1.97	...	5/10	9¢
D. W. Lewis.....Helderberg	.48½	1.95	9½¢	5/10	...
F. E. Powers Co. { Alpha Saylors Penn Whitehall Knickerbocker }	.46½	1.87	...	no discount	10¢

Yours very truly, E. W. Clark.

[fol. 1488]

Govt. Ex. No. 536

W. S. Mallory, Easton, Pa.

January 17, 1916.

Mr John R. Morron, 30 Broad Street, New York, N. Y.

DEAR MR. MORRON: At the meeting on January 14th, of the Cement Manufacturers' Protective Association, it was decided that

statistics relative to the production, shipments, and stock on hand, should hereafter be sent direct to the Secretary and compiled by him, and in accordance with this action, the December sheet, which is already in your hands, will be the last sheet that I expect to compile.

You will remember that at the time of the Association meeting at the Biltmore, I spoke to you, and you in turn took the matter up with Mr. Young as to the matter of checking the statistics, and since that time I have personally expended \$135.65 covering the salary and expenses of man doing the checking, also the printing and mailing of the sheets themselves, together with trips which it was [fol. 1488½] necessary for me to make to the Tidewater, Whitehall and Knickerbocker offices to obtain the statistics.

At your convenience, I will appreciate it if you will arrange to reimburse me for this expenditure, in accordance with our understanding.

Yours very truly, (signed) W. S. Mallory.

[fol. 1489]

Govt. Ex. No. 537

The Atlas Portland Cement Co.

New York

W. N. Miner, Treasurer

February 1, 1916.

The next meeting of the Cement Manufacturers Protective Association will be held at two o'clock on the afternoon of February 21st at the office in the Commercial Tryst Building, Philadelphia, Pa. I understand you will arrange to be present.

I told Mr. Coogan that you would take up sales matters in connection with the Association during my absence, and also notified Mr. Bacon, Secretary of the Association to take up matters direct with you during the month of February.

Mr. Bacon will send you within a few days some forms on which we are to report our contracts. I talked on the telephone this morning with Mr. McKenna, indicating to him that these forms were coming, and told him just about how they should be worked up. Therefore, when these forms come, I presume you will turn them [fol. 1489½] over to Messrs. Kimball and McKenna so that the reports can be sent to the Association promptly.

I understand that at the meeting yesterday morning when the Credit men were there that there was some objection made by Mr. Medler when a few of the Sales Managers came into the room. I was not present at the time, but, of course, know why Mr. Medler objected owing to a previous letter we had from Mr. Stimson. Mr. Cox told me that he had been obligated to see Mr. Stimson, and see if he could not work it up so that our people would be straightened

out in a way that would permit the Credit Department to participate in the same way that the other companies were doing. Mr. Cox felt sure that Mr. Stimson's ruling was prior to the formation of the present association and he indicated that Mr. Stimson's letter to Mr. Morron, wherein he approved of the plan of the present association, would serve to cancel the previous letter. I think you will find that Mr. Cox will have a talk with Mr. Stimson in a few days, and if we do not hear anything from Mr. Stimson I presume that you will take the matter up.

Mr. Coogan will come in within a few days, and will let you have a full set of the freight rates that were prepared by the Alpha Company and corrected up to date. When these are received, will you write Mr. Bacon, Secretary of the Association, and ask him to let us have five sets of freight rates, and when they are received will you have Mr. McKenna see that the sets received from the Association are corrected in the same way that the set has been corrected [fol. 1490] by Mr. Coogan, and then have Mr. McKenna be sure to see that these freight rates are the basis we use in arriving at our delivered prices.

So that you may understand the situation, the Association has taken over all the Alpha freight rate books and has paid them, or will pay for the balance that the Alpha Co. has been outstanding, representing the actual cost of the sets that are left. Then, a little later on, the Association will issue a new set under Association covers.

Yours very truly, D. H. MacFarland.

[fol. 1490½]

Govt. Ex. No. 538

March 9, 1916.

Mr. John R. Morron, Atlas Portland Cement Co., 30 Broad Street,
New York City.

DEAR MR. MORRON: The Cement Manufacturers of the Nazareth District request the pleasure of your company for dinner on Tuesday, March 14th, at six P. M. at Delmonicos.

The moving pictures taken of the trip through Colonel Trexler's game preserve will be shown.

We hope that you will be able to *the* present.

Yours very truly, Bath Portland Cement Co., Dexter Portland Cement Co., Nazareth Cement Co., Penn-Allen Cement Co., Pennsylvania Cement Co., Phoenix Portland Cement Co.

Kindly address reply to Wm. N. Beach, 30 E. 42nd St., New York City.

[fol. 1491]

Govt. Ex. No. 539

March 20, 1916.

DEAR MR. BEACH: I am in Chicago now, and have just gotten back from the west, and find your letter of the 9th, inviting me to dine March 14th, and see the moving pictures, as a guest of the Bath, Dexter, Phoenix, Penn Allen, Pennsylvania and Phoenix Cement Companies.

I do not know of any dinner I would rather have attended, and regret exceedingly that my absence prevented my being there, and will you please convey this regret to each of the companies which were hosts.

With kind regards, I am,

Yours very truly, — — —.

Mr. William N. Beach, 30 East 42nd St., New York.

[fol. 1491½]

Govt. Ex. No. 540

Vulcanite Portland Cement Company

New York, May 3, 1916.

Mr. D. H. McFarland, Atlas Portland Cement Co., 30 Broad Street,
New York City.

DEAR SIR:

Trade Practices

I am enclosing copy of Trade Practices which are in effect by this Company. This was read to you the other night mainly for your information. Considerable discussion developed due to the clause which makes quotations expire 30 days after the date of the quotation regardless of date an advance may take place. Some seem to think that quotations should be extended so as to expire 30 days after an advance, in addition some seem to think that it is better policy for their Company to have a price cover a job and such job be covered 30 days after an advance regardless as to whether the contractor has been quoted a price or not. Others seem to think that a clause should be inserted that the quotation should not be made [fol. 1492] until 10 days prior to opening of bids and for acceptance 5 days after award of contract but in any event to expire 30 days from date of quotation.

We believe that specific job quotations should be left open for acceptance within 5 days after award of contract by owner to contractor, and in no event after 30 days from date of quotation. Quotation should not be made for the job when quoting contractors direct but only be good for such contractors that had already been quoted, that the quotation should promptly expire 30 days from date of quotation regardless of when advance took place.

The main difference seems to be the quoting of the job instead of quoting the contractor. This would appear to me to cause the loss of quite some money to any Company adopting this policy. The whole idea of any restriction whatever in the quotation is to restrict. If you quote the job, you do not restrict—you simply keep all business open, sometimes amounting in the aggregate to five million barrels, a period of time longer than you are obligated for. If the advance was say, 10¢ a bbl. it would mean the loss of \$500,000.00. This is well worth thinking about.

The objection we make to quoting only 10 days prior to the opening of bids is simply on the basis of it being absolutely impracticable. Some companies might have sufficient clerical force and a large enough force of salesmen to follow each job so intimately as to be positively advised as to the dates that bids would be opened. There are some twenty-four manufacturers of Portland Cement in [fol. 1492½] the Eastern States, and out of that twenty-four, there are only a few that could afford to be that well equipped. Such a clerical force would be out of proportion to their output. Furthermore, a great deal of the business in the East is done through architects and engineers and they themselves do not know what day they are going to open bids. They might make up their mind to award the contract tomorrow and again it might not be awarded for three weeks, but in any event the contractors that are estimating would want a price they could rely on and be covered for some specified period, say 30 days.

An impracticable clause is like an unenforceable law. It had better not be put on the statute books but if it once gets on, the only way to get it off is to enforce it, which brings about more or less confusion.

We do not object to a clause which gives us the privilege of declining to enter into a contract with the contractors unless the contract is made within 5 days of the formal award of the contract to him. This is along the line of restriction and to the benefit of the manufacturer, and it is no injury to the contractor unless he wants to gamble or speculate, in which event it is his own fault if he loses.

All the other clauses in this list of trade practices seem to have been favorably commented upon.

Yours very truly, Vulcanite Portland Cement Co. (Signed)
Albert Moyer, Manager of Sales. AM.

Signed in absence of the writer.

[fol. 1493]

Govt. Ex. No. 541

May 20, 1916.

G. S. Brown, Alpha Portland Cement Company, Easton, Pa.; J. B. Lober, Land Title Building, Philadelphia, Pa.; John R. Morron, 30 Broad Street, New York, N. Y.; E. M. Young, Young Building, Allentown, Pa.

DEAR SIR: E. H. Gaunt of the Babson Statistical Organization, who spoke at our meeting in New York December, 1915, has asked Mr.

MAINE

<i>Page</i>	<i>Report</i>	<i>Destination</i>		<i>Del. Price</i>	<i>Freight</i>	UNIVERSITY
15	May 1, 1919					
15		Springvale	18	3 16	81	
		Veazie	20	3 30	95	
	June 1, 1919					
20		Ellsworth	3	3 30	95	
20		Waterville	22	3 30	95	
	July 1, 1919					
30		Hallowell	6	3 30	95	
30		Waterville	22	3 30	95	
	Aug. 1, 1919					
44		Ellsworth	3	3 30	95	
44		Hallowell	6	3 30	95	
44		Lewiston	7	3 24	89	
44		Montague	11	3 48	1 13	
44		Skowhegan	17	3 30	95	
44		Veazie	20	3 30	95	
44		Waterville	22	3 30	95	
	Sept. 1, 1919					
73		Old Town	12	3 30	95	
	Oct. 1, 1919					
78		Lisbon	8	3 24	89	
79		Richmond	15	3 30	95	
79		Rumford	16	3 32	97	
	Dec. 1, 1919					
83		Cathance	2	3 30	95	
83		Lisbon	8	3 24	89	
83		Vassalboro	21	3 30	95	

NOTE:—Bold face figures in above table were originally in red ink.

Govt. Ex. No. 543

(Transactions from Forms 10)

													MAINE		
ALSEN				HUDSON				LEHIGH VALLEY				Shipper	LV	Date Cont.	
Mill	Del. Price	Freight	Bags	Mill	Del. Price	Freight	Bags	Mill	Del. Price	Freight	Bags				
1 75	3 02	57	60	1 85	3 02	57	60	1 85	3 00	65	60	1 75	Penna	06	4/10/19
1 75	3 13	68	60	1 85	3 13	68	60	1 85	3 19	84	60	1 75	Atlas	06	4/22/19
1 75	3 13	68	60	1 85	3 13	68	60	1 85	3 13	78	60	1 75	Atlas	06	5/23/19
1 75	3 13	68	60	1 85	3 13	68	60	1 85	3 13	78	60	1 75	Atlas	06	5/15/19
1 75	3 12	67	60	1 85	3 12	67	60	1 85	3 13	78	60	1 75	Alpha	01	6/14/19
1 75	3 13	68	60	1 85	3 13	68	60	1 85	3 13	78	60	1 75	Atlas	06	5/15/19
1 75	3 13	68	60	1 85	3 13	68	60	1 85	3 13	78	60	1 75	Atlas	06	5/23/19
1 75	3 12	67	60	1 85	3 12	67	60	1 85	3 13	78	60	1 75	Alpha	01	6/14/19
1 75	3 06	61	60	1 85	3 06	61	60	1 85	3 07	72	60	1 75	Atlas	01	6/26/19
1 75	3 25	80	60	1 85	3 25	80	60	1 85	3 37	1 02	60	1 75	Atlas	12	7/11/19
1 75	3 13	68	60	1 85	3 13	68	60	1 85	3 19	84	60	1 75	Penna	06	7/28/19
1 75	3 13	68	60	1 85	3 13	68	60	1 85	3 19	84	60	1 75	Atlas	06	4/22/19
1 75	3 13	68	60	1 85	3 13	68	60	1 85	3 13	78	60	1 75	Atlas	06	5/5/19
1 75	3 13	68	60	1 85	3 13	68	60	1 85	3 19	84	60	1 75	Atlas	06	8/8/19
1 75	3 06	61	60	1 85	3 06	61	60	1 85	3 07	72	60	1 75	Atlas	01	8/1/19
1 75	3 12	67	60	1 85	3 12	67	60	1 85	3 13	78	60	1 75	Atlas	01	9/22/19
1 75	3 13	68	60	1 85	3 13	68	60	1 85	3 15	80	60	1 75	Atlas	02	8/30/19
1 75	3 08	63	60	1 85	3 08	63	60	1 85	3 19	84	60	1 75	Atlas	11	10/30/19
1 75	3 06	61	60	1 85	3 06	61	60	1 85	3 07	72	60	1 75	Atlas	01	9/2/19
1 75	3 13	68	60	1 85	3 13	68	60	1 85	3 13	78	60	1 75	Atlas	06	9/13/19

1494

+
1495

Govt. Ex. No. 543

(Transactions from Forms 10)

ALSEN				HUDSON				LEHIGH VALLEY			Shipper	LV	MAINE	
Freight	Bags	Mill	Del. Price	Freight	Bags	Mill	Del. Price	Freight	Bags	Mill			Date Cont.	
57	60	1 85	3 02	57	60	1 85	3 00	65	60	1 75	Penna	2	4/10/19	4 1 19
68	60	1 85	3 13	68	60	1 85	3 19	84	60	1 75	Atlas	06	4/22/19	4 1 19
68	60	1 85	3 13	68	60	1 85	3 13	78	60	1 75	Atlas	2	5/23/19	4 1 19
68	60	1 85	3 13	68	60	1 85	3 13	78	60	1 75	Atlas	2	5/15/19	3 23 P 4 1 19
67	60	1 85	3 12	67	60	1 85	3 13	78	60	1 75	Alpha	01	6/14/19	4 1 19
68	60	1 85	3 13	68	60	1 85	3 13	78	60	1 75	Atlas	2	5/15/19	3 23 P 4 1 19
68	60	1 85	3 13	68	60	1 85	3 13	78	60	1 75	Atlas	2	5/23/19	4 1 19
67	60	1 85	3 12	67	60	1 85	3 13	78	60	1 75	Alpha	01	6/14/19	4 1 19
61	60	1 85	3 06	61	60	1 85	3 07	72	60	1 75	Atlas	01	6/26/19	4 1 19
80	60	1 85	3 25	80	60	1 85	3 37	1 02	60	1 75	Atlas	12	7/11/19	3 35 P 4 1 19
68	60	1 85	3 13	68	60	1 85	3 19	84	60	1 75	Penna	06	7/28/19	4 1 19
68	60	1 85	3 13	68	60	1 85	3 19	84	60	1 75	Atlas	06	4/22/19	4 1 19
68	60	1 85	3 13	68	60	1 85	3 13	78	60	1 75	Atlas	2	5/5/19	3 23 P 4 1 19
68	60	1 85	3 13	68	60	1 85	3 19	84	60	1 75	Atlas	06	8/8/19	4 1 19
61	60	1 85	3 06	61	60	1 85	3 07	72	60	1 75	Atlas	01	8/1/19	4 1 19
67	60	1 85	3 12	67	60	1 85	3 13	78	60	1 75	Atlas	01	9/22/19	4 1 19
68	60	1 85	3 13	68	60	1 85	3 15	80	60	1 75	Atlas	02	8/30/19	4 1 19
63	60	1 85	3 08	63	60	1 85	3 19	84	60	1 75	Atlas	11	10/30/19	4 1 19
61	60	1 85	3 06	61	60	1 85	3 07	72	60	1 75	Atlas	01	9/2/19	4 1 19
68	60	1 85	3 13	68	60	1 85	3 13	78	60	1 75	Atlas	2	9/13/19	4 1 19

TRANSACTIONS BY STATES

	JANUARY 1, 1919		APRIL 1, 1919	
	Towns	Transactions	Towns	Transactions
Maine				29
New Hampshire				5
Vermont				14
Rhode Island		3		7
Massachusetts		5		60
Connecticut		4		16
New York		8		151
Pennsylvania		29		155
New Jersey		9		65
Delaware				7
Maryland & D. C.		3		22
Virginia		5		44
West Virginia		3		65
		69		640

1496
+
1497

TRANSACTIONS BY STATES

MAY 1, 1920 Towns	Transactions	JUNE 16, 1920 Towns	Transactions	JULY 13, 1920 Towns	Transactions	DECEMBER 2, 1920 Towns	Transactions	JANUARY 26, 1921 Towns	Transactions	Towns	TOTAL Transactions	Differences in Bases Prices	Differences in Price
					2		1		2	26	35		
	2				3				1	9	11	2	
	3				1				1	15	21	1	
					5				1	8	16		
	7	3			8	1			2	54	86	4	4
	1	1			5				1	15	28	2	
	7	6			23	2			9	136	211	13	7
	7	1			21	4			4	135	237	15	8
	3	3			15				6	76	105	10	2
	1				1				1	5	11	1	1
	1	1			5				2	11	36	3	2
	2				4				1	41	57	3	2
	2				2				1	60	74	2	1
36		15			95	8		32		591	928	56 = 6%	27

Text of this Exhibit contains 48 pages, but ~~will~~ not be printed ~~in full~~ by consent)

Mallory to speak at the meeting they will have in Boston in September on exchanging information etc. Mr. Mallory is inclined to accept the invitation but asks if there is any objection to his presenting our form of statistics, particularly the sheets on which percentage calculations are made.

Will you kindly give me your opinion concerning this proposition?

Yours very truly, B. F. Affleck, President. B.F.A.-HC-A.

[fol. 1493½]

GOVT. EX. No. 542

May 22, 1916.

DEAR MR. AFFLECK: I would not think it was the best policy to have Mr. Mallory present the form of statistics used by the Association. I do not mean by this to imply that anything is being done which is not within the law, but it has been my experience that as the wheel revolves there comes a time when some one abuses their privilege, and when that one industry does, then the Government usually looks around to see where there are others, and they usually tackle those who are notorious first, irrespective of facts.

We would become more or less notorious by talking about our affairs to another industry.

Yours very truly, Morron.

Mr. B. F. Affleck, Prest. Universal Portland Cement Co., 208 So. La Salle St., Chicago, Ill.

(Here follows Government's Exhibit 543, marked side folio pages 1494-1497.)

[fol. 1498]

GOVT. EX. No. 544

To save time, it is agreed, subject to all objections to materiality, relevancy and all other objections not expressly waived by the admissions, as follows:

In 1903, the Atlas Portland Cement Company brought suit against the Alpha Portland Cement Company (the nominal defendant being Martin's Creek Portland Cement Company, owned by Alpha Portland Cement Company), in the United States Court for the Eastern District of Pennsylvania, on account of the infringement of letters-patent of the United States No. 645,031, of March 6, 1900, to Hurry & Seaman.

Hurry & Seaman, employees of the Atlas Portland Cement Company, were the first to burn powdered coal, with commercially successful results, in rotary kilns. Prior to their invention covered by the patent, cement was made in rotary kilns by burning oil, and the new coal-burning apparatus effected a material saving in

cost of manufacture. The patent contained some claims that could be construed as covering the combination with a rotary cement furnace, of any means for injecting into the delivery end of the furnace a jet of air, and means for feeding to said jet powdered coal, whereby a core of powdered coal in combustion was produced in the furnace.

The suit was elaborately contested, evidence being taken in England [fol. 1498½] and in different parts of the United States, making a record of several volumes. It was argued at final hearing for a week in July, 1906. Before any decision was handed down, a settlement was effected between the parties and other cement companies who were using substantially the same apparatus, as follows:

On November 23rd, 1906, the certificate of incorporation of North American Portland Cement Company was filed, the capital stock being subscribed by the Atlas Portland Cement Company, Lehigh Portland Cement Company, Alpha Portland Cement Company, American Cement Company, Vulcanite Portland Cement Company and Lawrence Portland Cement Company. The Atlas Portland Cement Company, the owner of the patent, granted to North American Portland Cement Company an exclusive license, with power to sub-license the use of the inventions covered by the Hurrey & Seaman patent, a copy of which is marked "Exhibit A," and the North American Portland Cement Company at the same time granted to Lehigh Portland Cement Company, Alpha Portland Cement Company, American Cement Company, Vulcanite Portland Cement Company and Lawrence Portland Cement Company, licenses to use said inventions, in the form of the specimen marked "Exhibit B."

On December 30, 1907, an Association of Licensed Cement Manufacturers was formed by an agreement, of which Exhibit C is a copy, the licenses held by the members other than those above mentioned being in the form of Exhibit D.

[fol. 1499] On April 16, 1907, the United States Court of Appeals for the Seventh Circuit handed down its opinions in Rubber Tire Wheel Co. vs. Milwaukee Rubber Works Co., 154 Fed. 359; and Indiana Manufacturing Co. vs. J. I. Case Threshing Machine Co., 154 Fed. 365; and on October 20, 1908, the same Court handed down its opinion in Goshen Rubber Works vs. Single Tube, etc. Co., 166 Fed. 431; all of which were communicated to the companies members of the Association by its counsel and may be taken as part of this agreement.

On January 13, 1909, a supplemental license substantially in the form of Exhibit E, was executed by the companies named therein, with the exception of Northampton Portland Cement Company, which had gone into bankruptcy. Before executing the supplemental license all the companies were advised by their counsel that the license was in exact accordance with the decisions above mentioned and in all respects lawful.

The license agreement of January 13, 1909, was terminated pursuant to a provision therein for termination on January 1, 1911.

On January 6, 1911, the Association of Licensed Cement Manufacturers was dissolved and abandoned.

On January 2, 1912, the United States Court of Appeals for the Seventh Circuit handed down its decision on the appeal of the case of Atlas Portland Cement Company vs. Sandusky Portland Cement Company, affirming the decision of the lower Court in 1910 and holding that unless the broad claims of the Hurry & Seaman patent were limited to the particular means for burning powdered coal, [fol. 1499½] they were void as too broad and consequently there was no infringement. The opinion of the Court appears in 196 Fed. 385, and may be taken as a part of this agreement. The sum of \$200,000 per annum specified as royalty to the Atlas Portland Cement Company in the license agreement, was paid until the time of the decision, when in accordance with the provisions of the licenses it ceased to be due.

[fol. 1500]

GOVT. EX. No. 545

Exhibit A.

License Agreement

"Agreement made this 3 day of December, A. D., 1906, Between The Atlas Portland Cement Company, duly organized, incorporated and existing under the laws of the State of Pennsylvania, and having its principal place of business in Northampton, in the State of Pennsylvania, hereinafter called the Licensor, and North American Portland Cement Company, duly organized, incorporated and existing under the laws of the State of New Jersey and located in the City of Jersey City, in the State of New Jersey, hereinafter called the Licensee.

"Whereas the Licensor, as the assignee of Edward H. Hurry and Harry J. Seaman, did obtain, and is now the owner of the whole right, title and interest in and to Letters Patent of the United States No. 645,031, dated March 6th, 1900, for Apparatus for Burning Pulverized Fuel, jointly invented by the said Edward H. Hurry and [fol. 1501] Harry J. Seaman; and is also the sole and exclusive owner of all damages and profits recoverable at law or in equity from any and every party for any and every infringement of said Letters Patent and all claims and demands for such damages and profits.

"And Whereas the Licensor, as the assignee of Rolla C. Carpenter, did obtain, and is now the owner of the whole right, title and interest in and to Letters Patent of the United States No. 691,336, dated January 14th, 1902, for Process of Feeding Fine Fuel, invented by the said Rolla C. Carpenter, and in and to Letters Patent of the United States No. 691,337, dated January 14th, 1902, for Apparatus for Feeding Fine Fuel, invented by the said Rolla C. Carpenter; and is also the sole and exclusive owner of all damages and profits recoverable at law or in equity from any and every party for any and every infringement of said two Letters Patent Nos. 691,336 and 691,337 and all claims and demands for such damages and profits, excepting, however, certain rights and exemptions from payment of royalty, license fee and damages and from injunction reserved

under said two Letters Patent Nos. 691,336 and 691,337 to the Heldeberg Cement Company for its works at Howe's Cave, in the State of New York, the Cayuga Lake Cement Company for its works at Ithaca, in the State of New York, the Great Northern Portland Cement Company for its works at Baldwin, in the State of Michigan, and the Claire Portland Cement Company for its works at Claire, [fol. 1502] in the State of Michigan, as particularly set forth in a certain agreement or assignment made and executed between and by the said Rolla C. Carpenter and the Licensor herein named and dated the 10th day of October, 1901.

"And Whereas the Licensee is desirous of acquiring the herein-after mentioned exclusive rights and license under the above recited several Letters Patent Nos. 645,031, 691,336 and 691,337, and all damages and profits recoverable at law or in equity from any and every party for any and every infringement of said several Letters Patent Nos. 645,031, 691,336 and 691,337, and each of them, and all claims and demands for such damages and profits, subject, however, to the rights and exemptions reserved under said Letters Patent Nos. 691,336 and 691,337, as aforesaid, and also subject to the reservation, terms, conditions and covenants hereinafter expressed.

Now, therefore, this agreement witnesseth that the Licensor and the Licensee, for and in consideration of the sum of One Dollar lawful money of the United States unto each of them paid by the other, and of other good and valuable considerations unto each of them moving from the other, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, do hereby mutually covenant and agree to and with each other as follows:

"I. That the Licensor does hereby grant unto the Licensee the exclusive right and license to manufacture, and to have manufactured [fol. 1503] by other parties for it, and to use, employ and practice any or all of the inventions shown, described and claimed in the above-recited several Letters Patent Nos. 645,031, 691,336 and 691,337, within and throughout the United States and the Territories and Colonial Possessions thereof, to the full end of the term for which said Letters Patent No. 645,031 are and may be granted and extended; and also the exclusive right to grant to other parties rights and licenses to manufacture, and to have manufactured by other parties for them, and to use, employ and practice any or all of said inventions within and throughout the whole or any part of the United States and the Territories and Colonial Possessions thereof, to the full end of the term for which said Letters Patent No. 645,031 are and may be granted and extended, or for any less period of time. Provided, however, that all of said rights and license are hereby granted to the Licensee upon and subject to the rights and exemptions reserved under said Letters Patent Nos. 691,336, and 691,337 as aforesaid, and also subject to the reservation, terms, conditions and covenants hereinafter particularly expressed.

"II. That the Licensor, and every corporation at least a majority of the shares of whose capital stock issued is now owned by the Licensor, shall have, and the Licensor does hereby reserve unto

itself and every such corporation, the non-exclusive right and license to manufacture, and to have manufactured by other parties for it and them, and to use, employ and practice any or all of the inventions shown, described and claimed in the above-recited several Letters Patent Nos. 645,031, 691,336 and 691,337, anywhere within the United States and the Territories and Colonial Possessions thereof, to the full end of the term for which said Letters Patent No. 645,031, are and may be granted and extended, upon and subject, however, to the terms, conditions and covenants particularly expressed in this clause II.

"That the Licensor shall keep a full, true and accurate written account of the number of barrels of all the Portland Cement, produced by the calcination of the raw materials in rotary or other cement kilns with coal, oil, gas, or other fuel under said several Letters Patent Nos. 645,031, 691,336 and 691,337, or any of them, or otherwise, which shall be sold or otherwise disposed of by or for it, and by or for every corporation at least a majority of the shares of whose capital stock issued is now owned by the Licensor, during each calendar year after the year 1906; and that such written account shall be open to the unrestricted examination of any officer or duly authorized representative of the Licensee at all reasonable times during business hours.

"That the Licensor shall, within the first fifteen days of the month of January in each year, commencing with January, 1908, and ending with January, 1917, render to the Licensee a full, true and accurate written statement setting forth therein the number of barrels of all such Portland Cement which shall have been sold or otherwise [fol. 1505] disposed of by or for it, and by or for every corporation at least a majority of the shares of whose capital stock issued is now owned by the Licensor, during the preceding calendar year; and that whenever the Licensee shall so request in writing any such written statement shall be accompanied by the affidavit of some executive officer of the Licensor having knowledge of the facts setting forth that such written statement is full, true and correct in all respects; and that the Licensor shall not be required to render any such written statement for the period between January 1st, and March 6th, 1917.

"And that the Licensor shall, within the first fifteen days of the month of January in each year, commencing with January, 1908, and ending with January, 1917, pay to the Licensee a royalty of four cents on each barrel of such Portland Cement in excess of Thirteen million five hundred thousand barrels which shall have been sold or otherwise disposed of by or for it, and by or for every corporation at least a majority of the shares of whose capital stock issued is now owned by the Licensor, during the preceding calendar year; and that the Licensor shall not be required to pay said royalty for the period between January 1st and March 6th, 1917.

"And that the Licensor and the Licensee do hereby mutually covenant and agree to and with each other that if any claim or claims of said Letters Patent No. 645,031 should, at any time prior [fol. 1506] to January 1st, 1913, be adjudged or decreed by any United States Circuit Court of Appeals in any suit in which an ap-

peal or writ of error shall have been taken and perfected within the time prescribed by law, or by any United States Circuit Court in any suit in which no appeal or writ of error shall have been taken or perfected within the time prescribed by law, to be invalid or to be limited in scope and by reason thereof any apparatus such as shall be used by the Licensor under the terms of this agreement might thereafter be manufactured, sold or used by any party without infringing any claim of said Letters Patent No. 645,031 not previously adjudged or decreed to be invalid in the manner aforesaid, then and in any such event all of the covenants and obligations of the Licensor expressed in this Clause II shall continue in full force and be binding upon and be fully and faithfully performed by the Licensor for and during each calendar year between 1906 and 1913, including the payment which shall become due in January, 1913, for the preceding calendar year under this clause II, and in any such event all of such covenants and obligations shall cease to be binding upon the Licensor and cease to have any force and effect for and during any period of time after the year 1912, except as to the aforesaid payment which shall become due in January, 1913; and that if any like adjudication or decree should be made or entered at any time after the year 1912, then and in any such event all of the covenants and obligations of the Licensor expressed in this Clause II, except [fol. 1507] the aforesaid payment which shall become due in January, 1913, shall cease to be binding upon the Licensor and cease to have any force and effect for and during any period of time after the entry of such judgment, decree or mandate, and the Licensor shall not be obligated to pay to the Licensee any royalty mentioned in this Clause II for the remainder of the calendar year in which any such judgment, decree or mandate shall be entered or for any period of time thereafter. Provided, however, that whenever the covenants and obligations of the Licensor expressed in this Clause II shall cease to be binding upon the Licensor and cease to have any force and effect according to the terms of this Clause II, the Licensor shall not be relieved, released or discharged from paying to the Licensee any royalty which shall have become payable to the Licensee according to the terms of this Clause II for any period of time prior thereto.

"III. That the Licensor does hereby sell, assign, transfer and set over unto the Licensee all damages and profits recoverable at law or in equity from any and every party for any and every infringement of the above recited several Letters Patent Nos. 645,031, 691,336 and 691,337, and each of them, and all claims and demands for such damages and profits, the same to be received, held and enjoyed by the Licensee for its own use and behoof forever, together with all actions, causes of actions and remedies for the recovery thereof.

"IV. That the Licensee shall, simultaneously with the execution [fol. 1508] and delivery of these presents, grant in writing to Lehigh Portland Cement Company, a Pennsylvania corporation, Alpha Portland Cement Company, a New Jersey corporation, American Cement Company, a New Jersey corporation, Vulcanite Portland

Cement Company, a New Jersey corporation, and Lawrence Cement Company of Pennsylvania, a Pennsylvania corporation, separately but not jointly, the non-exclusive right and license to manufacture, and to have manufactured by other parties for such sub-licensee, and to use, employ and practice any or all of the inventions shown, described and claimed in the above recited several Letters Patent Nos. 645,031, 691,336 and 691,337, anywhere within the United States and the Territories and Colonial Possessions thereof, to the full end of the term for which said Letters Patent No. 645,031 are and may be granted and extended, and said non-exclusive right and license to be thus granted to each of such sub-licensees, shall extend to it and every corporation at least a majority of the shares of whose capital stock issued is now owned by it; that said non-exclusive right and license to be thus granted by the Licensee to said Lehigh Portland Cement Company, Alpha Portland Cement Company, American Cement Company, Vulcanite Portland Cement Company and Lawrence Cement Company of Pennsylvania, separately but not jointly, shall be granted in and by License Agreements heretofore approved by the Licensor and Licensee herein named and to be executed [fol. 1509] cuted by the Licensee herein named and sub-licensees above named, respectively, simultaneously with the execution of these presents.

"And that no such License Agreement made and executed in accordance with the terms of this clause IV shall be modified, altered, terminated or cancelled by said North American Portland Cement Company at any time hereafter, without the previous written consent of The Atlas Portland Cement Company aforesaid.

"V. That the Licensee shall have the right to grant sub-licenses under the above recited several Letters Patent Nos. 645,031, 691,336 and 691,337, or any of them, to parties, other than said Lehigh Portland Cement Company, Alpha Portland Cement Company, American Cement Company, Vulcanite Portland Cement Company and Lawrence Cement Company of Pennsylvania, upon such terms, conditions and covenants and upon such royalty or royalties as shall be satisfactory to the Licensee herein named, but every such sub-license shall be granted by the Licensee in writing. Provided, however, that every sub-license that shall be granted by the Licensee herein named under several Letters Patent Nos. 645,031, 691,336 and 691,337, or any of them, to every corporation, at least a majority of the shares of whose capital stock issued shall at any time, directly or indirectly, be owned by the Licensee herein named, and every sub-license that shall be granted by the Licensee herein named under said several Letters Patent Nos. 645,031, 691,336 and 691,337, [fol. 1510] or any of them, to any party without royalty, shall be granted upon condition that the same shall terminate immediately with any termination and cancellation of these presents; and that no sub-license shall be granted under said Letters Patent Nos. 691,336 and 691,337, or either of them, for a longer period of time than the terms for which said Letters Patent Nos. 645,031 are and may be granted and extended.

"VI. That the Licensee shall, in and by each License Agreement mentioned in clause IV hereof, release and discharge the sub-licensee, executing the same, and every corporation at least a majority of the shares of whose capital stock is issued is now owned by such sub-licensee, from all damages and profits recoverable at law or in equity from them and each of them for any and every infringement of the above recited several Letters Patent Nos. 645,031, 691,336 and 691,337, and each of them, and all claims and demands for such damages and profits, and all actions and causes of action for the recovery thereof, in the manner, particularly set forth in such License Agreement.

"VII. That the Licensee shall keep a full, true and accurate written account of—

"First. All royalties which shall be collected and received by it, and also that shall be due, during each calendar year after the year 1906, from said Lehigh Portland Cement Company, Alpha Portland Cement Company, American Cement Company, Vulcanite Portland [fol. 1511] Cement Company and Lawrence Cement Company of Pennsylvania respectively, under clause III of each of the License Agreements mentioned in clause IV hereof.

"Second. All sums of money and royalties which shall be collected and received by it, and also that shall be due, during each calendar year after the year 1906 from all its sub-licensees, other than the Licensor herein named, and other than said Lehigh Portland Cement Company, Alpha Portland Cement Company, American Cement Company, Vulcanite Portland Cement Company and Lawrence Cement Company of Pennsylvania.

"Third. All royalties which shall be collected and received by it, and also that shall be due, during each calendar year after the year 1906 from the Licensor under the terms of clause II hereof.

"Fourth. All sums of money which shall be collected and received by it during each calendar year after the year 1906 from any and every party as damages and profits for any infringement of the above recited several Letters Patent Nos. 645,031, 691,336 and 691,337, and each of them.

"And that such written account shall be open to the unrestricted examination of any officer or duly authorized representative of the Licensor at all reasonable times during business hours.

"And that the Licensee shall, within the last fifteen days of the month of January in each year, commencing with January, 1908, and ending with January, 1917, render to the Licensor a full, true [fol. 1512] and accurate written statement setting forth therein—

"(1) The aggregate amount of all royalties which shall have been collected and received by it during the preceding calendar year from said Lehigh Portland Cement Company, Alpha Portland Cement Company, American Cement Company, Vulcanite Portland Cement Company and Lawrence Cement Company of Pennsyl-

vania respectively, under clause III of each of the License Agreements mentioned in clause IV hereof.

"(2) The aggregate amount of all sums of money and royalties which shall have been collected and received by it during the preceding calendar year from all of its sub-licensees, other than the Licensor herein named and other than said Lehigh Portland Cement Company, Alpha Portland Cement Company, American Cement Company, Vulcanite Portland Cement Company and Lawrence Cement Company of Pennsylvania.

"(3) The aggregate amount of all royalties which shall have been collected and received by it during the preceding calendar year from the Licensor under the terms of clause II hereof.

"(4) The aggregate amount of all sums of money which shall have been collected and received by it during the preceding calendar year from any and every party as damages and profits for any infringement of the above recited several Letters Patent Nos. 645,031, 691,336 and 691,337, and each of them.

[fol. 1513] "And that whenever the Licensor shall so request in writing any such written statement shall be accompanied by the affidavit of some executive officer of the Licensee having knowledge of the facts setting forth that such written statement is full, true and correct in all respects.

"VIII. That the Licensee shall, within the first fifteen days of the months of January and July in each year, commencing with July, 1907, and ending with January, 1917, pay to the Licensor the sum of One Hundred Thousand Dollars for the preceding six calendar months; and shall, within the first fifteen days of the month of March, 1917, if this obligation be not sooner terminated in the manner set forth in this clause VIII, pay to the Licensor one-third of said semi-annual sum for the period of time between January 1st and March 6th, 1917.

"And that the Licensor and the Licensee do hereby further mutually covenant and agree to and with each other that whenever the covenants and obligations of said Lehigh Portland Cement Company, Alpha Portland Cement Company, American Cement Company, Vulcanite Portland Cement Company and Lawrence Cement Company of Pennsylvania, particularly expressed in clauses III and IV of the License Agreements mentioned in clause IV hereof to be made and executed by the Licensee herein named and the last above named five Companies, separately but not jointly, shall cease to be binding upon the last above named five Companies and cease to [fol. 1514] have any force and effect in the manner particularly set forth in clauses IV of such License Agreements, then and thereupon all of the covenants and obligations expressed in this clause VIII, to be performed by the Licensee herein named, shall cease to be binding upon the Licensee herein named and cease to have any force and effect for and during any period of time thereafter, but in any such event the Licensee herein named shall not be relieved, released or

discharged from the payment of any sum of money payable to the Licensor herein named for any period of time previous thereto, according to the terms of this clause VIII.

"Provided, however, and it is hereby mutually covenanted and agreed by and between the Licensor and Licensee that if said covenants and obligations of the last above-named five Companies should cease to be binding upon less than the whole number of said five Companies in the manner particularly set forth in Clauses IV of such License Agreements, then and in any such event the covenants and obligations expressed in this Clause VIII to be performed by the Licensee herein named shall not cease to be binding upon the Licensee herein named, but the said semi-annual payment of One Hundred Thousand Dollars shall be reduced to the extent to which such of said five Companies shall be relieved or released from the making of semi-annual payments under the terms of Clauses IV of such License Agreements, or in other words, the Licensee herein [fol. 1515] named shall not be obligated to pay the Licensor herein named for any six calendar months any amount greater than the aggregate amount which the last above-named five Companies, or such of them as shall not have been relieved or released from said covenants and obligations as aforesaid, shall be obligated to pay to the Licensee herein named for such six calendar months according to the terms of Clauses IV of such License Agreements.

"IX. And that the Licensee shall, within the last fifteen days of the month of January in each year, commencing with January, 1908, and ending with January, 1917, pay to the Licensor the royalties and sums of money mentioned in paragraphs (1), (2), (3) and (4) of Clause VII hereof which shall have been collected and received by it during the preceding calendar year, up to but not exceeding the sum of Sixty-four Thousand Dollars for such calendar year; and shall pay to the Licensor as soon as collected and received by the Licensee all royalties and sums of money mentioned in paragraphs (1), (2), (3) and (4) of Clause VII hereof, which shall have been collected and received by it for the period of time between January 1st and March 6th, 1917, not exceeding, however, the sum of Eleven Thousand and Five Hundred Dollars.

"And that the Licensor and the Licensee do hereby mutually covenant and agree to and with each other that the Licensor shall not be entitled to, and the Licensee shall not be obligated to pay [fol. 1516] the Licensor, any sum of money in excess of said sum of Sixty-four Thousand Dollars for any calendar year out of the royalties and sums of money mentioned in said paragraphs (1), (2), (3) and (4) of Clause VII hereof, and any sum of money in excess of said sum of Eleven Thousand Five Hundred Dollars for the period of time between January 1st and March 6th, 1917, out of the royalties and sums of money mentioned in said paragraphs (1), (2), (3) and (4) of Clause VII hereof.

"X. That the Licensee hereby admits and acknowledges the validity of the above recited several letters Patent Nos. 645,031

691,336 and 691,337, and each claim thereof as fully as if the same had been adjudged or decreed to be good and valid by the Supreme Court of the United States; and further hereby admits and acknowledges that the Licensor is the sole and exclusive owner of the whole right, title and interest in and to said several Letters Patent Nos. 645,031, 691,336 and 691,337, subject to the rights and exemptions reserved under said Letters Patent Nos. 691,336 and 691,337, as aforesaid and that the title of the Licensor thereto is good and valid as fully as if the same had been adjudged or decreed to be good and valid by the Supreme Court of the United States; and that the Licensee shall not, at any time while this Agreement continues in force, directly or indirectly, attack or question, or assist any other party, to attack or question the validity of said several Letters Patent Nos. 645,031, 691,336 and 691,337, or any claim thereof, or the title of the Licensor thereto.

[fol. 1517] "And that the Licensee hereby covenants and agrees to and with the Licensor that a clause substantially similar to this Clause X shall be inserted in every written License Agreement which shall hereafter be made and executed by the Licensee and each of its sub-licensees under said several Letters Patent Nos. 645,031, 691,336 and 691,337, and each of them.

"XI. That the Licensee shall mark, or cause to be marked, in a durable manner and in a conspicuous place, every apparatus, embodying any invention shown, described and claimed in the above recited several Letters Patent Nos. 645,031, 691,336 and 691,337, which shall be manufactured by or for it, with the word 'Patented,' or any proper abbreviation thereof, and the date of each of such of said three Letters Patent as shall cover such apparatus; and shall require every sub-licensee of it to covenant, in the License Agreement under said several Letters Patent Nos. 645,031, 691,336 and 691,337, or any of them, which shall be made and executed by the Licensee and such sub-licensee to mark, or caused to be marked, in a similar manner, every apparatus embodying any such invention which shall have been and shall be manufactured by or for such sub-licensee.

"And that the Licensor shall mark, or cause to be marked, in a similar manner, every apparatus which has been and shall be manufactured by or for it under said several Letters Patent Nos. 645,031, 691,336, 691,337 or any of them.

"XII. That the Licensor shall, within thirty days after being requested [fol. 1518] to do so in writing by the Licensee, bring a suit in equity or at law against every party who shall manufacture, sell, or use any apparatus in infringement of the above recited several Letters Patent Nos. 645,031, 691,336 and 691,337, or any of them, whose name or names and residence or residences shall be stated in such written request, and shall diligently prosecute such suit to final hearing; and the Licensee shall bear and pay all costs, expenses and fees, including fees of counsel, which shall be incurred in and about the bringing and prosecution of such suit. Provided, however, that there shall be stated in every such written request sufficient

information to guide the Licensor in proving the manufacture, sale or use of the infringing apparatus and the construction thereof; and that the Licensor shall be advised by its counsel that the apparatus alleged in such written request to be an infringing apparatus is within the scope of any one or more of the claims of said several Letters Patent Nos. 645,031, 691,336 and 691,337, or any of them, not previously adjudged by any United States Circuit Court to be invalid.

"And that the Licensor shall, without any request of the Licensee, have the right to bring and prosecute any and every suit in equity or at law upon said several Letters Patent Nos. 645,031, 691,336, 691,337, or any of them, against any and every party who shall infringe said several Letters Patent Nos. 645,031, 691,336 and 691,337, or any of them; and that the Licensee shall bear and pay all costs, [fol. 1519] expenses and fees, including fees of counsel, that shall be incurred in the bringing and prosecution of every such suit.

"And that the Licensor shall have the right to bring and prosecute every suit included within the terms of this clause XII in the joint names of the Licensor and the Licensee, or in the name of either of them, as may be required by law; and that all damages, profits and costs which shall be recoverable in every such suit shall belong to the Licensee subject to the terms of this agreement.

"And that the Licensee shall have the right to, and may at its option, compromise and settle any and every suit which shall be commenced under the terms of this clause XII in such manner and upon such terms as shall be satisfactory to the Licensee, and shall also have the right to grant a release to any and every defendant in any such suit releasing every such defendant from all damages and profits recoverable in equity or at law for any infringement of said several Letters Patent Nos. 645,031, 691,336 and 691,337, and each of them, and all claims and demands for such damages and profits; and that the Licensee shall have the right to be represented by its counsel in every such suit as associate counsel with the counsel for the Licensor therein.

"XIII. That if the Licensee should at any time neglect, fail or refuse to keep, observe or perform any of the covenants herein mentioned (excepting the covenants set forth in Clause XI. hereof) to [fol. 1520] be kept, observed or performed by it, then the Licensor shall have the right to, and may at its option, serve upon the Licensee a written notice of such default, stating therein the covenant or covenants which the Licensee shall have neglected, failed or refused to keep, observe or perform; and if such default should continue for a period of thirty days from and after the service upon the Licensee of such written notice, then the Licensor may terminate and cancel this agreement by serving upon the Licensee a written notice of such termination and cancellation thereof; and such written notices may be served upon the Licensee by delivering them to any officer of the Licensee, or by enclosing them in post paid envelopes addressed to the Licensee at the last known post office address of its principal office and depositing the same in any post office in the United States to be forwarded by registered mail.

"And that if this agreement should be terminated and canceled in the manner set forth in this clause XIII, then, and immediately thereupon, all of the rights, licenses, privileges, benefits and covenants herein mentioned as available to and binding upon the respective parties to these presents, shall cease to be available to and binding upon them, or any of them, and shall not, at any time thereafter, have any force and effect; and that no such termination and cancellation of the agreement shall relieve, release or discharge the Licensor from rendering to the Licensee according to the terms of clause II hereof any written statement of the number of barrels of [fol. 1521] any such Portland Cement which shall have been sold or otherwise disposed of by or for the Licensor, and by or for every corporation at least a majority of the shares of whose capital stock issued is now owned by it, during any period of time previous thereto, or from paying to the Licensee any royalty which shall be payable according to the terms of clause II hereof on any such portland cement which shall have been sold or otherwise disposed of by or for the Licensor, and by or for every corporation at least a majority of the shares of whose capital stock issued is now owned by it, for any period of time previous thereto; and that no such termination and cancellation of this agreement shall relieve, release or discharge the Licensee from rendering to the Licensor according to the terms of clause VII hereof any written statement of any sums of money or royalties which shall have been collected and received by the Licensee any time previous thereto, or from the payment to the Licensor according to the terms of clauses VIII and IX hereof of any sum of money which shall be payable to the Licensor according to the terms of clauses VIII and IX hereof for any period of time previous thereto.

"And that if this agreement should be terminated and cancelled in the manner set forth in this clause XIII, then, and immediately thereupon, all of its right, title and interest in and to every License Agreement which shall have been made and executed by the Licensee with every sub-licensee under the above-recited several Letters Patent [fol. 1522] Nos. 645,031, 691,336 and 691,337, or any of them, and all rights, privileges, benefits, advantages, sums of money and royalties to which the Licensee herein named shall be entitled and which shall be recoverable by it thereunder shall vest in the Licensor, and the Licensee shall thereupon, by an instrument or instruments in writing requisite in law for the purpose and executed in due form of law, assign the same unto the Licensor. Provided, however, and it is hereby further mutually covenanted and agreed by and between the Licensor and the Licensee that if the right, title and interest of the Licensee in and to every License Agreement which shall have been made and executed by the Licensee with every sub-licensee under the above recited several Letters Patent Nos. 645,031, 691,336 and 691,337, or any of them, and all rights, privileges, benefits, advantages, sums of money and royalties to which it shall be entitled and which shall be recoverable by it thereunder, shall vest in the Licensor herein named, or be assigned by the

Licensee to the Licensor herein named under the terms of this clause XIII, then the Licensor herein named shall credit to the Licensee herein named any and all royalties and sums of money which it shall collect from the sub-licensees under the terms of such License Agreements for any and every period of time prior to the date when the right, title and interest of the Licensee herein named in and to such License Agreements shall vest in, or be assigned to, the Licensor herein named as aforesaid.

"In witness whereof, the Licensor and the Licensee have caused their respective corporate seals to be hereunto affixed and duly attested, and these presents to be signed by their respective duly authorized officers the day and year first above written."

[fol. 1523]

Govt. Ex. No. 546

Exhibit B

License Agreement

"Agreement made this Third day of December, A. D., 1906, between North American Portland Cement Company, duly organized, incorporated and existing under the Laws of the State of New Jersey and located in the City of Jersey City, in the State of New Jersey, hereinafter called the Licensor, and The Lehigh Portland Cement Company, duly organized, incorporated and existing under the Laws of the State of Pennsylvania, and located in the City of Allentown, in the State of Pennsylvania, hereinafter called the Licensee.

"Whereas the Atlas Portland Cement Company (hereinafter called the Atlas Company) and the Licensor herein named made and executed a certain License Agreement bearing even date herewith and executed simultaneously with these presents, wherein the Atlas Company granted unto the Licensor herein named the exclusive right and license to manufacture, and to have manufactured by other parties for it, and to use, employ and practice any or all of the inventions shown, described and claimed in certain Letters Patent of the United States, No. 645,031, dated March 6th, 1900, and granted to the Atlas Company, as the assignee of Edward H. Hurry and Harry J. Seaman, for Apparatus for Burning Pulverized Fuel, jointly invented by the said Edward H. Hurry and Harry J. Seaman, and shown, described and claimed in certain other Letters Patent of the United States Nos. 691,336 and 691,337, dated January 14th, 1902, and granted to the Atlas Company, as the assignee of Rolla C. Carpenter, for Process of Feeding Fine Fuel and Apparatus for Feeding Fine Fuel respectively, invented by the said Rolla C. Carpenter, within and throughout the United States and the Territories and Colonial Possessions thereof, to the full end of the term for which said Letters Patent No. 645,031 are and may be granted and extended; and also the exclusive right to

grant to other parties rights and licenses to manufacture, and to have manufactured by other parties for them, and to use, employ and practice any or all of said inventions within and throughout the whole or any part of the United States and the Territories and Colonial Possessions thereof, to the full end of the term for which said Letters Patent No. 645,031 are and may be granted and extended, or for any less period of time; and wherein the Atlas Company assigned unto the Licensor herein named all damages and profits recoverable at law or in equity from any and every party for any and every infringement of said several Letters Patent Nos. 645,031, 691,336 and 691,337, and each of them, and all claims and demands for such damages and profits, upon and subject, however, to the rights and exemptions reserved under said Letters Patent Nos. 691,336 and 691,337 to the Heldeberg Cement Company for its works at Howe's Cave, New York, the Cayuga Lake Cement Company for its works at Ithaca, New York, the Great Northern Portland Cement Company for its works at Baldwin, Michigan and the Claire Portland Cement Company for its works at Claire, Michigan, as [fol. 1525] therein particularly recited, and also upon and subject to the reservation, terms, conditions and covenants therein particularly expressed.

"And whereas the Licensee is desirous of acquiring the hereinafter mentioned right and license under said several Letters Patent Nos. 645,031, 691,336 and 691,337, and is also desirous of acquiring the release hereinafter set forth, subject, however, to the terms, conditions and covenants hereinafter expressed.

"Now, therefore, this agreement witnesseth that the Licensor and the Licensee, for and in consideration of the sum of One Dollar lawful money of the United States unto each of them paid by the other, and of other good and valuable considerations unto each of them moving from the other, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, do hereby mutually covenant and agree to and with each other as follows:

"I. That the Licensor does hereby grant unto the Licensee, and every corporation at least a majority of the shares of whose capital stock issued is now owned by the Licensee, and such corporation or corporations as shall hereafter be organized to take over and which shall become the owner or owners of the plants located at Wellston, Ohio, and at Mitchell, Indiana, now owned by the Licensee, the non-exclusive right and license to manufacture, and to have manufactured by other parties for it and them, and to use, employ and practice any or all of the inventions shown, described and claimed in [fol. 1526] said several Letters Patent Nos. 645,031, 691,336 and 691,337 within and throughout the United States and the Territories and Colonial Possessions thereof, to the full end of the term for which said Letters Patent No. 645,031 are and may be granted and extended. Upon and subject, however, to the terms, conditions and covenants hereinafter particularly expressed.

"II. That the Licensor, for the considerations aforesaid, does hereby release and discharge the Licensee, and every corporation at

least a majority of the shares of whose capital stock issued is now owned by the Licensee, from all damages and profits recoverable at law or in equity from them and each of them for any and every infringement of said several Letters Patent Nos. 645,031, 691,336 and 691,337, and each of them, and from all claims and demands for such damages and profits and from all actions and causes of action for the recovery thereof.

"III. That the Licensee shall keep a full, true and accurate written account of the number of barrels of all the Portland Cement produced by the calcination of the raw materials in rotary or other cement kilns with coal, oil, gas or other fuel under said several Letters Patent Nos. 645,031, 691,336 and 691,337, or any of them, or otherwise, which shall be sold or otherwise disposed of by or for it, and by or for every corporation at least a majority of the shares of whose capital stock issued is now owned by it, and by or for such corporation or corporations as shall hereafter be organized to take [fol. 1527] over and which shall become the owner or owners of the plants located at Wellston, Ohio, and at Mitchell, Indiana, now owned by the Licensee, during each calendar year after the year 1906; and that such written account shall be open to the unrestricted examination of any officer or duly authorized representative of the Licensor at all reasonable times during business hours.

"That the Licensee shall, within the first fifteen days of January in each year, commencing with January, 1908, and ending with January, 1917, render to the Licensor a full, true and accurate written statement setting forth therein the number of barrels of all such Portland Cement which shall have been sold or otherwise disposed of by or for it, and by or for every corporation at least a majority of the shares of whose capital stock issued is now owned by it, and by or for such corporation or corporations as shall hereafter be organized to take over and which shall become the owner or owners of the plants located at Wellston, Ohio, and at Mitchell, Indiana, now owned by the Licensee, during the preceding calendar year; and that whenever the Licensor shall so request in writing any such written statement shall be accompanied by the affidavit of some executive officer of the Licensee having knowledge of the facts setting forth that such written statement is full, true and correct in all respects; and that the Licensee shall not be required to render any such written statement for the period between January 1st and March 6th, 1917.

[fol. 1528] "And that the Licensee shall, within the first fifteen days of January in each year, commencing with January, 1908, and ending with January, 1917, pay to the Licensor a royalty of four cents on each barrel of such Portland Cement in excess of eight million two hundred and fifty thousand barrels which shall have been sold or otherwise disposed of by or for it, and by or for every corporation at least a majority of the shares of whose capital stock issued is now owned by it, and by or for such corporation or corporations as shall hereafter be organized to take over and which shall become the owner or owners of the plants located at Wellston, Ohio, and at

Mitchell, Indiana, now owned by the Licensee, during the preceding calendar year; and that the Licensee, shall not be required to pay said royalty for the period between January 1st and March 6th, 1917.

"IV. That the Licensee shall, within the first fifteen days of the months of January and July in each year, commencing with July, 1907, and ending with January, 1917, pay to the Licensor the sum of forty thousand six hundred and twenty-five (40,625) dollars for the preceding six calendar months, in addition to the royalty payable by the Licensee to the Licensor according to the terms of Clause III hereof; and shall, within the first fifteen days of the month of March, 1917, if this covenant and obligation be not sooner terminated in the manner set forth in this Clause IV, pay to the Licensor one-third of said semi-annual sum for the period of time between January 1st and March 6th, 1917.

[fol. 1529] "And that the Licensor and the Licensee do hereby mutually covenant and agree to and with each other that if any claim or claims of said Letters Patent No. 645,031 should, at any time prior to January 1st, 1913, be adjudged or decreed by any United States Circuit Court of Appeals in any suit in which an appeal or writ of error shall have been taken and perfected within the time prescribed by law, or by any United States Circuit Court in any suit in which no appeal or writ of error shall have been taken and perfected within the time prescribed by law, to be invalid or to be limited in scope and by reason thereof any apparatus such as shall be used by the Licensee under the terms of this agreement might thereafter be manufactured, sold or used by any party without infringing any claim of said Letters Patent No. 645,031 not previously adjudged or decreed to be invalid in the manner aforesaid, then and in any such event all of the covenants and obligations of the Licensee expressed in clauses III and IV hereof shall continue in full force and be binding upon and be fully and faithfully performed by the Licensee for and during each calendar year between 1906 and 1913, including the payments which shall become due in January, 1913, for the preceding six calendar months under this clause IV and for the preceding calendar year under clause III hereof, and in any such event all of such covenants and obligations shall cease to be binding upon the Licensee and cease to have any force and effect for and [fol. 1530] during any period of time after the year 1912, except as to the aforesaid payments which shall become due in January, 1913; and that if any like adjudication or decree should be made or entered at any time after the year 1912, then and in any such event all of the covenants and obligations of the Licensee expressed in clauses III and IV hereof, except the aforesaid payments which shall become due in January, 1913, shall cease to be binding upon the Licensee and cease to have any force and effect for and during any period of time after the entry of such judgment, decree or mandate, and the Licensee shall not be obligated to pay to the Licensor any royalty or sum of money mentioned in clauses III and IV hereof for the remainder of the calendar year in which any such judgment, decree

or mandate shall be entered or for any period of time thereafter. Provided, however, that whenever the covenants and obligations of the Licensee expressed in clauses III and IV hereof shall cease to be binding upon the Licensee and cease to have any force and effect according to the terms of this clause IV, the Licensee shall not be relieved, released or discharged from paying to the Licensor any royalty or sum of money which shall have become payable to the Licensor according to the terms of clauses III and IV hereof for any period of time prior thereto.

"V. That the Licensee hereby admits and acknowledges the validity of said several Letters Patent Nos. 645,031, 691,336 and 691,337 [fol. 1531] and each claim thereof as fully as if the same had been adjudged or decreed to be good and valid by the Supreme Court of the United States; and further hereby admits and acknowledges that the Licensor has the exclusive rights and license above recited subject to the rights and exemptions reserved under said several Letters Patent as aforesaid, and that said rights and license of the Licensor are good and valid as fully as if the same had been adjudged or decreed to be good and valid by the Supreme Court of the United States; and that the Licensor has the lawful right to grant the right and license herein granted to the Licensee under said several Letters Patent Nos. 645,031, 691,336 and 691,337; and that the Licensee shall not, at any time while this agreement continues in force, directly or indirectly, attack or question, or assist any other party to attack or question, the validity of said several Letters Patent Nos. 645,031, 691,336 and 691,337, or any of them or any claim thereof, or the exclusive rights and license of the Licensor thereunder.

"VI. That the Licensee shall mark, or cause to be marked, in a durable manner and in a conspicuous place, every apparatus embodying any invention shown, described and claimed in said several Letters Patent Nos. 645,031, 691,336 and 691,337 which has been and shall be manufactured by or for it, and by or for every corporation at least a majority of the shares of whose capital stock issued is now owned by it, with the word 'Patented,' or any proper [fol. 1532] abbreviation thereof, and the date of each of such of said three Letters Patent as shall cover such apparatus.

"VII. That, if the Licensee should at any time neglect, fail or refuse to keep, observe or perform any of the covenants herein mentioned (excepting the covenant set forth in clause VI hereof) to be kept, observed or performed by it, then the Licensor shall have the right to, and may at its option, and if then the Atlas Company should request it in writing to do so then the Licensor shall, serve upon the Licensee a written notice of such default, stating therein the covenant or covenants which the Licensee shall have neglected, failed or refused to keep, observe or perform; and, if such default should continue for a period of thirty days from and after the service upon the Licensee of such written notice, then the Licensor shall have the right to, and may at its option, and if then requested in writing by the Atlas Company to do so

shall, terminate and cancel this agreement by serving upon the Licensee a written notice of such termination thereof; and such written notices may be served upon the Licensee by delivering them to any office of the Licensee, or by enclosing them in post-paid envelopes addressed to the Licensee at its last known post-office address and depositing the same in any post-office in the United States to be forwarded by registered mail.

"And that if this agreement should be terminated and canceled in the manner set forth in this clause VII, then, and immediately [fol. 1533] thereupon, all of the rights, license, privileges, benefits and covenants herein mentioned as available to and binding upon the respective parties to these presents (excepting the release granted and set forth in clause II hereof), shall cease to be available to and binding upon them, or any of them, and shall not, at any time thereafter, have any force and effect, but no such termination and cancellation of this agreement shall relieve, release or discharge the Licensee from rendering to the Licensor any written statement for any period of time prior thereto according to the terms of clause III hereof, or from the payment to the Licensor of any royalty or sum of money which shall be payable to the Licensor for any period of time prior thereto according to the terms of clauses III and IV hereof; and no such termination and cancellation of this agreement shall impair or affect the release granted and set forth in clause II hereof.

"VIII. And that the right, title and interest of the Licensor in and to this agreement and its rights, privileges and benefits hereunder, may be assigned by it to the Atlas Company, but to no other party, and shall pass to and vest in the Atlas Company immediately upon any termination of above recited License Agreement between the Atlas Company and the Licensor herein named according to the terms thereof; and that the right, title and interest of the Licensee in and to this agreement, and its rights, license, privileges and benefits hereunder, shall not be assignable by it or by operation of law. Provided however, and it is hereby further mutually covenanted and agreed by and between the Licensor and the Licensee that if the right, title and interest of the Licensor in and to this agreement, and its rights, privileges and benefits hereunder, should at any time pass to and vest in the Atlas Company, or be assigned by the Licensor to the Atlas Company, under the terms of this Clause VIII, then the Atlas Company shall credit to the Licensor any and all royalties and sums of money which the Atlas Company shall collect from the Licensee herein named under the terms of this agreement for any period of time prior to the date when the right, title and interest of the Licensor in and to this agreement shall pass to and vest in or be assigned to the Atlas Company as aforesaid.

"In witness whereof the Licensor and the Licensee have caused their respective corporate seals to be hereunto affixed and duly attested and these presents to be signed by their respective duly authorized officers the day and year first above written."

Exhibit C.

License Agreement

Whereas, the North American Portland Cement Company, a corporation organized and existing under the laws of the State of New Jersey, hereinafter called the Licensor, is the owner of the exclusive right to grant rights and licenses to manufacture, have manufactured, use, employ, and practice the inventions patented or covered by letters patent of the United States No. 645,031, dated March 6, 1900, granted to the Atlas Portland Cement Company, assignee of Edward H. Hurry and Harry J. Seaman, to the full end of the term for which said letters patent were granted or may be extended; and

"Whereas, —, a corporation organized and existing under the [fol. 1535] laws of the State of —, and having its principal office at —, hereinafter called the Licensee, is desirous of acquiring a non-exclusive license under said Letters Patent No. 645,031, and also under certain other United States Letters Patent relating to the construction and operation of rotary cement kilns under which the Licensor has the right to grant licenses, namely, United States Letters Patent to Carpenter Nos. 691,336 and 691,337 of January 14, 1902, assigned by said Carpenter to the Atlas Portland Cement Company, and the exclusive right to grant licenses under which has been granted by the said Atlas Company to the said North American Portland Cement Company;

"Now, therefore, this agreement witnesseth that the Licensor and the Licensee for and in consideration of the sum of One Dollar, unto each of them paid by the other, and of other good and valuable consideration, receipt of which is hereby acknowledged, mutually covenant and agree to and with each other as follows:

"First. The Licensor hereby grants unto the Licensee the non-exclusive right and license to manufacture or to have manufactured for it, and to use, employ and practice throughout the United States and its Territories and Colonial possessions any and all of the inventions patented and covered in and by said Letters Patent Nos. 645,031, 691,336, and 691,337, and any reissue thereof, to the full end of the term for which said Letters Patent No. 645,031 are granted, [fol. 1536] or until the earlier termination of this license in the manner hereinafter provided, or until the termination of the obligation of the Licensee to pay royalty hereunder as hereinafter provided.

"Second. The Licensor hereby waives all claims for profits and damages due said Licensor from the Licensee by reason of past infringement by the Licensee of said Letters Patent Nos. 645,031, 691,336, and 691,337, all claims for recovery of such profits and damages having been assigned to the Licensor by the said Atlas Portland Cement Company and being now owned by the Licensor. It is, however, understood and agreed that the above waiver by the

Licensor of any claim or claims against the Licensee for such profits and damages shall continue only so long as the Licensee fully observes all the terms and conditions hereof; and if at any time prior to January 1st, 1913, the rights and privileges of the Licensee under this license shall be terminated by the Licensor as hereinafter provided, then in such event such claim for profits and damages, accruing prior to the date hereof, shall come into full force and effect and the Licensor shall have the same right to sue for and collect the same as it would have if this license agreement had not been made. It is, however, understood and agreed that nothing herein contained is intended as a waiver on the part of the Licensee of the right to the operation or pleading of the statute of limitation applicable to the recovery of profits and damages for infringement.

[fol. 1537] "And it is furthermore understood and agreed that, in the event of the termination of the rights and privileges of the Licensee under this license agreement, should the Licensor sue for and recover from the Licensee any profits or damages, or both, for the infringement of said Letters Patent No. 645,031, 691,336 or 691,337, any royalties which may have been paid by the Licensee to the Licensor shall act as a credit against any such recovery for profits or damages, or both, as and to the extent hereinafter provided.

"The Liability in point of time for back profits and damages shall not exceed six years, and the payment of one year's license fees shall reduce the term recoverable for back profits and damages one-sixth, and the payment of two years' license fees shall reduce the term recoverable in like manner, and so on during the term of the agreement.

"Third. The Licensee hereby agrees to keep a full, true and accurate written account of the number of barrels (380 lbs. each) of all the Portland cement produced by or for it in rotary kilns with pulverized carbonaceous fuel under said letters patent No. 645,031, or under any other letters patent under which the license is granted, which shall be used, sold and shipped or otherwise disposed of, by or for it (not including sales for future delivery), during each half calendar year, from and after January 1, 1907; that such written account shall be open to the examination of any officer or duly [fol. 1538] authorized representative of the Licensor, at all reasonable times during business hours; that such written account shall be rendered as hereinafter provided to the Licensor during the term of this license, showing the number of barrels of cement as aforesaid which shall have been used, sold or disposed of by or for the Licensee during the preceding half calendar year; that whenever the Licensor shall so request in writing, any such account shall be verified by the sworn affidavit of some executive officer of the Licensee having knowledge of the facts recited therein.

"The Licensee agrees to pay to the Licensor a royalty of one and a half cents (\$.01½) on each such barrel of Portland cement, used, or sold and shipped or otherwise disposed of by or for it as aforesaid, commencing January 1st, 1907 (except that if this Licensee shall use, sell, or cause to be sold any such cement obtained from any

of the six companies now owning the capital stock of the Licensor and now having licenses under the letters patent enumerated herein, or from any concern to which this Licensor has since its organization granted or may hereafter grant a license under said patent No. 645,031 or the other patents above specifically enumerated, and made by such company or concern under such license, this Licensee shall not be required to pay any royalty on such cement; but all such cement shall be reported in the written accounts of this Licensee and exemption from royalty thereon shall be claimed in said [fol. 1539] accounts); such royalty to be paid and the aforesaid written accounts to be rendered within the first fifteen (15) days of January and July of each year during the term of this license for such cement so used or shipped during the preceding calendar half year; accounts to be rendered and royalties to be paid for 1907, however, as follows: within sixty days from the date of execution of this agreement the Licensee is to render the account and pay the royalties above provided for on all such cement used or shipped by it between January 1st, 1907, and the date of execution hereof and within the first fifteen (15) days of January, 1908, to render the account and pay the royalties above provided for on all such cement used or shipped by it during the balance of 1907. And the Licensee agrees within one month after the expiration of said letters patent No. 645,031, or of the obligation of the Licensee to pay royalty hereunder, to render said account and pay royalties due as above provided for all such cement used or shipped by it between the last preceding January 1st or July 1st and the date of such expiration.

"Fourth. The royalties as provided in the preceding section, unless reduced in amount as hereinafter set forth, shall be due and payable by the Licensee absolutely for the period to and including January 1, 1913; if prior to that date any claim of said Letters Patent No. 645,031 or of any other United States letters patent above enumerated shall have been finally adjudged or decreed by [fol. 1540] any United States Circuit Court of Appeals or (if no appeal or writ of error is taken or perfected) by any United States Circuit Court, to be invalid or limited in scope, whereby the Licensee's apparatus and operation shall infringe no claim of any of such letters patent, not so *ad*judged or decreed invalid, the Licensee shall be relieved and discharged from the rendering of any account and payment of any royalties under this agreement accruing subsequent to January 1, 1913. If no claim of any of such letters patent is so adjudged or decreed to be invalid or limited in scope, the said accounts and royalties under this agreement shall be due and payable by the Licensee during the existence of this agreement; but if at any time subsequent to January 1, 1913, any claim of any of such letters patent shall be so finally adjudged or decreed to be invalid or limited in scope, whereby the Licensee's apparatus and operations shall infringe no claim of any of such letters patent, not so adjudged or decreed to be invalid, the Licensees shall be relieved and discharged from the rendering of any account and payment of any royalties under this agreement accruing subsequent to

the entry of the final judgment, decree or mandate so adjudging any such claim to be invalid or limited in scope.

"Fifth. The Licensee hereby admits and acknowledges that said letters patent No. 645,031 and each claim thereof are good and valid; and that the Licensors has the exclusive rights and license above recited; that the said rights and license of the Licensors are [fol. 1541] good and valid; that the Licensors has the lawful right to grant the license herein granted to the Licensee; and the Licensee covenants and agrees that it will not at any time during the existence of this agreement directly or indirectly attack or question the validity of said letters patent No. 645,031, nor any claim thereof, nor the scope thereof, nor the exclusive rights and license of the Licensors thereunder.

"Sixth. The Licensee agrees to mark or cause to be marked in a durable manner and in a conspicuous place every apparatus embodying any invention patented or covered by the said letters patent No. 645,031, or by any other letters patent included in this agreement, which has been or shall be manufactured by or for it, with the word "Patented," or any proper abbreviation thereof, and the date of each said letters patent covering such apparatus.

"Seventh. If the Licensee shall at any time neglect, fail or refuse to keep, observe, or perform any of the covenants herein required to be kept, observed or performed by it, then the Licensors shall have the right to, and may at its option, serve upon the Licensee a written notice of such default, stating therein the covenant or covenants which the Licensee shall have neglected, failed or refused to keep, observe or perform; and if such default shall continue for a period of thirty days from and after the service upon the Licensee of such written notice, then the Licensors shall have the right to and may at [fol. 1542] its option, terminate and cancel the rights and privileges of the Licensee under this agreement by serving upon the Licensee a written notice of such termination and cancellation; and such written notices may be served upon the Licensee by delivering them to any officer of the Licensee or by enclosing them in postpaid envelopes addressed to the Licensee at its last known post-office address, and depositing the same in any post-office in the United States to be forwarded by registered mail; and upon such service of any such last mentioned notice, the rights and privileges of the Licensee hereunder shall forthwith cease and terminate.

"Eighth. It is agreed that the right, title and interest of the Licensors in and to this agreement may be assigned by it to the Atlas Portland Cement Company, but to no other party; and that the right, title and interest of the Licensee in and to this agreement shall not be assignable by it or by operation of law; except that if the Licensee shall at any time voluntarily or by operation of law sell or transfer its entire Portland cement business and all of its Portland cement works to a single person, firm or corporation, then said transferee shall, provided it first notify the Licensors in writing that it accepts and

agrees to the covenants, terms and conditions of this License agreement, be substituted in the place and stead of the Licensee. It is, however, hereby further agreed that in the event of a bona fide judicial sale of the property of the Licensee taking place during the existence of this agreement, the purchaser at any such judicial sale [fol. 1543] shall take the property free from this license agreement and undertakings of the Licensee herein and shall occupy the same position as regards the Licensor or the letters patent included within this agreement as though this agreement had not been made; or said purchaser may at his option, by notifying the Licensor in writing to that effect within thirty (30) days after the confirmation of any such sale, be substituted in the place and stead of the Licensee and be entitled to all the privileges and benefits and be bound by all the obligations of the Licensee herein.

"It is agreed that if the right, title and interest of the Licensor in and to this agreement shall at any time be assigned by the Licensor to or become vested in the Atlas Portland Cement Company, the Licensee shall be immediately notified in writing by the Licensor of that fact, whereupon the Atlas Portland Cement Company shall stand in the place and stead of the Licensor as a party to this agreement, and all royalties as provided in the Third Clause hereof, accruing subsequent to said notice shall be payable to the Atlas Portland Cement Company.

"Ninth. The Licensor agrees that if at any time during the term of this agreement it shall reduce the rate of royalty to any other licensee below that provided herein, or shall otherwise grant to any other licensee any special privileges in connection with its license, the Licensee hereunder shall be entitled to the same reduction in [fol. 1544] royalty and to the same special privileges, during the continuation of the same to such other licensee, provided, however, that the expression 'other licensee' shall not apply to or include any of the six companies now owning the capital stock of the Licensor and which are licensees under said Letters Patent No. 645,031, or any other licensee or licensees to whom a license has been granted under said patent No. 645,031 previously hereto.

"Tenth. The Licensor agrees at its own expense, within six months of the date hereof, to institute suit for infringement of said letters patent No. 645,031, against one or more unlicensed manufacturers who may infringe said letters patent, unless the Licensor shall already have commenced such suit or suits, and to prosecute one or more of such suits to final hearing as vigorously as possible, and in the event of succeeding in such suit or suits so prosecuted to proceed vigorously against all other infringers. The Licensor further agrees that it will during the license herein granted at its own expense defend the Licensee in any and all suits for infringements of patents heretofore issued (except patents covered by Paragraph Eleventh hereof) that may be brought against said Licensee for the manufacture or use of apparatus for burning cement in rotary kilns by means of pulverized carbonaceous fuel, and pay all judgments

given in such suits for profits and damages for such infringement; provided, however, that the Licensor shall not be obligated or required to pay expenses for so defending said Licensee and judgments [fol. 1545] for such profits and damages to an aggregate amount greater than the aggregate amount of royalties which shall have been received from the Licensee under this agreement.

"Eleventh. The Licensor hereby agrees that if it now or hereafter owns any other United States letters patent relating to the construction and operation of rotary cement kilns, or the right to grant licenses under any such patent, it will within ninety days notify the Licensee in writing of such fact and will in like manner and within said period tender to the Licensee a license under such patent upon such terms as will be reasonably sufficient, in view of the circumstances and contingencies of each case, to compensate the Licensor for its obligations and outlay involved in acquiring and maintaining the right to grant such license to this Licensee or to compensate the Licensor for the appropriate share assignable to this Licensee in the obligations and outlay involved in acquiring and maintaining title to such patent; the form of such license to correspond as closely as feasible to this license and the duration of such license to be until the expiration of such patent, but at the option of the Licensor to be terminable at the expiration or termination of the obligation of the Licensee to pay royalty under this agreement or at any subsequent time; the Licensor agreeing that this Licensee shall be entitled to the most favorable terms and to all of the privileges that are given under such patent by the Licensor to any licensee thereunder other than [fol. 1546] the six companies and other previous licensees above referred to in Paragraph Ninth hereof. In case the Licensee fails within ninety days after tender of the proposed license agreement to execute and deliver the same to the Licensor, the obligation of the Licensor to grant any license to this Licensee under the patent under which such license was offered shall thereupon cease and terminate.

"In witness whereof, the Licensor and the Licensee have caused their respective corporate seals to be hereunto affixed, and duly attested, and these presents to be signed by their respective duly authorized officers, this 31st day of December, 1907.

In the presence of: — — —.

"STATE OF NEW YORK,
County of New York, ss:

"On the — day of —, 1908, before me personally came — —, to me known, who, being by me duly sworn, did depose and say that he resided in —; that he is the — of the North American Portland Cement Company, one of the corporations described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was said corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name and the name of said corporation thereto by like order."

"STATE OF —, —,
County of —, ss:

"On the — day of —, 1908, before me personally came — —, to me known, who, being by me duly sworn, did depose and say, that he resided in —; that he is the — of the — Company, one of the corporations described in and which executed the above instrument; that he knew the corporate seal of said corporation; that the seal affixed to said instrument was said corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name and the name of said corporation thereto by like order."

[fol. 1547]

Govt. Ex. No. 548

Exhibit D.

Articles of Agreement
of the
Association of Licensed Cement
Manufacturers

"Agreement, made this 30th day of December, 1907, by and between the North American Portland Cement Company, a New Jersey corporation, hereinafter called the North American Company, the Atlas Portland Cement Company, a Pennsylvania Corporation, hereinafter called the Atlas Company, the Lehigh Portland Cement Co., a Pennsylvania corporation, hereinafter called the Lehigh Company, the Alpha Portland Cement Company, a New Jersey corporation, hereinafter called the Alpha Company, the American Cement Company, a New Jersey corporation, hereinafter called the American Company, the Vulcanite Portland Cement Company, a New Jersey corporation, hereinafter called the Vulcanite Company, the Lawrence Cement Company of Pennsylvania, a Pennsylvania corporation, hereinafter called the Lawrence Company, the Dexter Portland Cement Company, a Pennsylvania corporation, hereinafter called the Dexter Company, the Pennsylvania Cement Company, a Pennsylvania corporation, hereinafter called the Pennsylvania Company, the Buchhorn Portland Cement Company, a New Jersey corporation, hereinafter called the Buchhorn Company, the Penn-Allen Portland Cement Company, a Pennsylvania corporation, hereinafter called the Penn-Allen Company, the Nazareth Cement Company, a Pennsylvania corporation, hereinafter called the Nazareth Company, the Catskill Cement Company, a New Jersey corporation, hereinafter called the Catskill Company; and such other companies as may now or hereafter sign this agreement and become parties thereto, as hereinafter provided.

"Whereas, the parties hereto are actively engaged in the manu-

facture and sale of Portland cement, and are desirous of forming an association for the purpose of discussing the various questions of interest to the industry arising from time — of exchanging views [fol. 1548] as to the best methods of manufacturing and of extending and developing the business; of investigating and assisting in the improvement of methods and devices for the manufacture and handling of Portland cement by its members; of establishing an association laboratory if thought best, which is to be so equipped that tests can be made on mechanical, chemical and technical matters for the association, or special tests may be made for any member of the association by arrangement with the Board of Managers; of protecting its members, so far as may seem best, from attack under patents or securing to them protection thereunder; of establishing publicity, traffic, mechanical and other departments and appointing committees for the above purposes, and also of doing all things incidental and conducive to the attainment of the above and similar objects; and

"Whereas, the North American Company controls letters patent of the United States No. 645,031, dated March 6th, 1900, granted to the Atlas Company, assignee of Edward H. Hurry and Harry J. Seaman, and Nos. 691,336 and 691,337, dated January 14, 1902, granted to the Atlas Company, assignee of Rolla C. Carpenter, and has the exclusive right to grant sub-licenses thereunder, and may acquire the right to grant licenses under other patents;

"Now, therefore, in consideration of the mutual promises and undertakings herein set forth, and of the grant by the North American Company of a license under said letters patent No. 645,031, [fol. 1549] 691,336 and 691,337, or under other letters patent controlled by it, to each of the signators, hereto, and the sum of One Dollar each to the other paid, the receipt whereof is hereby acknowledged, it is agreed as follows:

"First. That the parties hereto, including all parties who may hereafter become parties hereto, do hereby and under this agreement associate themselves together on the terms and conditions hereinafter set forth as the 'Association of Licensed Cement Manufacturers.'

"Second. Each of the parties hereto shall annually appoint, from its executive officers, one (1) person who shall be its representative in said Association, and who shall hold office for the period of (1) year, or until his successor is appointed.

"Written notice shall be filed with the Secretary of the Association by each member, of the appointment of its representative, who shall not be authorized to act as such representative until such notice is filed and who shall remain such representative until notice appointing a new representative shall be filed by such member.

"Said Association shall hold its first meeting at Room 1344, No. 30 Broad Street, in the City and State of New York, on the 9th day of January, 1908, and the term of office of the first representatives of the members of said Association shall commence from said date; and each and any of the members now or hereafter parties hereto

shall fill any vacancy arising from the death or resignation of its [fol. 1550] representative in said Association or otherwise; each member's representative may appear and vote in person, or such member may appear and vote by proxy who shall be an executive officer of said member, appointed by written proxy duly executed by such member, and the vote of such representative or proxy shall be binding upon the party he represents. Meetings of said Association shall be held on the Mondays preceding the second Tuesdays in the months of March, June, September and December, and the hour and place of meeting shall be fixed by the Board of Managers as hereinafter stated. Special meetings may be called as provided in the By-Laws adopted by the Board of Managers.

"Third. At all meetings of the Association each member thereof shall be entitled to one vote; and a majority of all members in good standing shall constitute a quorum.

"Fourth. The management and control of all affairs and property of the Association is hereby vested in a Board of Managers having fourteen (14) members who shall be selected as follows at the meeting of the Association to be held on January 9th, 1908, and thereafter at the regular March meeting held in each year.

"The North American Company shall be entitled to appoint one member of said Board of Managers; and each of the following companies shall be entitled to appoint one member of said board, to wit: The Atlas Company, Lehigh Company, Alphi Company, American Company, Vulcanite Company and the Lawrence Company; such [fol. 1551] appointments in each instance to be made in writing under the seal of the company making the same, and to be filed with the Secretary of the Association. In case any one or more of the six companies last above mentioned shall cease to be a member of the Association, the number of managers to be appointed by the North American Company shall correspondingly be increased; and in case the North American Company shall cease to be a member of the Association, the number of managers it is entitled to appoint shall be appointed by a majority of the six companies above specifically mentioned then in good standing as members hereof. The other seven members of the Board of Managers shall be elected by the other members of this Association in good standing by a majority of their votes, to be cast in writing at the annual meeting. The members of the Board of Managers shall hold office for one year or until their successors shall be appointed or elected as above provided.

"Nine members of said Board shall constitute a quorum. The Board is hereby authorized by the affirmative vote of a majority of its members to appoint committees, establish necessary departments, control and manage the affairs and property of the Association, and do whatever in its judgment may be necessary to generally carry out the purposes of the Association.

"In case of the resignation, death or inability to act of any one [fol. 1552] of the managers who was appointed as above provided, the company appointing such manager shall be entitled to fill his

place for the remainder of his term by filing with the Secretary of the Association the written appointment of a new manager, and in the case of similar vacancy caused by the resignation, death or inability to act of any manager who was elected as above provided, such vacancy shall be filled for the remainder of his term by the majority vote of the remaining managers representing the members entitled to elect the manager whose vacancy is to be filled.

"Fifth. The Board shall elect from its members the following officers of the Association, and fix their compensation, if any, a president, vice-president, secretary and treasurer, and it may provide for the appointment or election of such other officers as it may from time to time designate. One person may hold the offices of secretary and treasurer. Said Association shall have an office in the City of New York, State of New York, or at such other place as the Board may from time to time designate, and shall hold its regular meetings at such office, or at such other place as shall be previously designated by said Board. The Board of Managers shall, by an affirmative vote of a majority thereof, make such by-laws as shall be deemed necessary to carry out the powers conferred upon it.

"Sixth. The said Board is authorized and hereby empowered to [fol. 1553] employ, if desirable a general manager and any other assistants to carry on the work entrusted to it and perform its obligations hereunder, and may require from its officers, their assistants and agents, sufficient and proper security for the performance of the duties to be severally performed by them.

"Seventh. The said Board is authorized and hereby empowered to expend during the life of this agreement such sums not to exceed Fifty Thousand Dollars (\$50,000) per calendar year as may be needed to carry out the work entrusted to it, and to cover the necessary expenses of the Association, the said Board and the various other committees and departments which may be appointed or established as aforesaid. All expenditures of funds for any purpose are to be made under the order of the said Board.

"Said fund for the purposes of the Association as aforesaid shall be provided as follows: First, by a subscription from the North American Company which shall be equivalent to twenty (20) per cent of the amount required. Second, by dues from the members of the Association, which shall be equivalent to eighty (80) per cent. of the amount required and which shall be determined by the said Board and charged pro rata against units of fifty thousand (50,000) barrels of output of Portland cement of all the members hereof, including the Atlas, Lehigh, Alpha, American, Vulcanite and Lawrence Cement Companies. In case the North American Company hereafter engages in the manufacture and sale of Portland [fol. 1554] cement, its subscription shall be reduced to ten per cent. (10%) and the dues from the members of the Association shall be increased to ninety (90%) per cent.; but the North American

Company shall in that case also pay its proportion of said dues according to its pro rata of output.

"Assessments for subscription and dues may, commencing on or after April 1st, 1908, be voted and levied by the Board of Managers either quarterly or at less frequent intervals (the total assessment for any calendar year, however, not to exceed Fifty Thousand Dollars), and shall be payable by each member within thirty (30) days after written notice from the Board. The apportionment of each assessment shall be based upon the production of Portland cement by each member during the twelve months immediately preceding the date of such assessment, as set forth in written reports to be filed by each member as hereinafter provided, commencing from December 1st 1907, or as otherwise ascertained; and in case any assessments are levied prior to December 1st, 1908, the apportionment shall be based upon the production of the members since December 1st, 1907, as shown by such reports or as otherwise ascertained. Each member of this Association shall within twenty (20) days after the first of each month, commencing with January 1st, 1908, file with the Secretary of the Association a sworn statement giving the total amount of Portland cement produced at all [fol. 1555] plants of such member, and also of the total amount of Portland cement shipped therefrom during the preceding month. In case of the failure of any member to file such report within such time, the Association shall be entitled forthwith to examine the books of said company to ascertain the amount of such production and shipment, the expense of such examination being chargeable to such member; and the Association shall at all reasonable times have the right to examine the books of any member to verify any reports rendered. The failure of any member to render such reports within the time above provided or to make payment of assessments when due shall be sufficient cause for the termination of the membership of such member by action of the Board as hereinafter provided.

"Eighth. If any party hereto shall fail to perform its agreements and undertakings hereunder, its membership in the Association shall be terminated and all its interest in the Association and its assets shall cease, and its rights hereunder shall be canceled, provided, however, that before any such termination and cancellation, said party shall be cited to appear before the Board of Managers at a certain time and place and show cause why its membership should not be terminated and its rights and interests should not be forfeited, and after such hearing the said Board may terminate the membership and cancel all rights of the party hereunder by giving thirty (30) days written notice to that effect, and such action of said Board [fol. 1556] shall, by an affirmative vote of a majority thereof, be final and conclusive.

"Ninth. It is furthermore mutually agreed that if any party hereto shall cease to be a licensee under letters patent Nos. 645,031, 691,336 and 691,337, by reason of the cancellation or termination

of its license by act of the licensor under the terms and conditions thereof, and shall cease to have the right to use and practice the invention of said patents, said party shall forthwith cease to be a party hereto, and all its interests in the assets of the Association shall cease upon a written declaration to that effect by the Board of Managers.

"Tenth. A declaration of cancellation as above provided shall terminate all rights, benefits and privileges of said offending party under this agreement and all its interest in the Association and the assets thereof, and shall relieve each and all of the other parties hereto from all duties, liabilities or obligations hereunder to said offending party, and the several parties hereto then remaining shall stand to said offending party in the same position and shall have the same rights as against said offending party as if this contract had not been made, and said offending party had at no time been a party hereto, except that the Association may nevertheless be entitled to receive, sue for and collect all assessment payable for the period up to the date of cancellation or termination of the membership of such offending member; but such termination shall not operate as to said offending party to in any manner affect any obligations under these presents as between the parties remaining, and as between them it shall continue in force as if said offending party had at no time been a party hereto.

"Eleventh. Any person or concern actively engaged in the manufacture of Portland cement and who also is a licensee in good standing of the North American Company under United States letters patent No. 645,031, 691,336 and 691,337, or under other letters patent now or hereafter owned or controlled by the North American Company, may be elected a member of this Association by the Board of Managers hereof by a two-third vote of all its members, and such person or concern shall then become a member hereof upon signing this agreement or a duplicate copy hereof.

"Twelfth. This agreement and the mutual covenants and agreements herein contained shall continue in force so long as the obligation to pay royalty to the North American Company under its licenses under the Hurry & Seaman and Carpenter patents, above recited, remains in force, as set forth in the form of license agreement hereto annexed, dated September 1, 1907, which said form has been executed by the Dexter Company, under date of October 1st, 1907, by the Pennsylvania Company, under date of October 15th, 1907, by the Buckhorn Company, under date of September 30, 1907, by the Penn-Allen Company, under date of September 28th, [fol. 1558] 1907, by the Nazareth Company, under date of October 20th, 1907, and the Catskill Company, under date of November 21st, 1907; and shall terminate upon the termination of such obligation.

"Upon the termination of this agreement and the dissolution of the said Association for any cause, the moneys and assets of any kind remaining after the payment of all proper obligations con-

tracted in behalf of the parties hereto by the Board of Managers or officers, shall be distributed to the then members of the Association pro rata in the proportion of the amounts contributed by each.

"In witness whereof, the several parties hereto have hereunto affixed the signatures of their corporations, by their officers thereunto duly authorized, or by their duly accredited representatives, this 30th day of December, 1907.

In presence of: Frederick S. Duncan.

The North American Portland Cement Company, by J. R. Maxwell, President. Attest: John B. Wright, Secretary. (Seal.) Vulcanite Portland Cement Co., by Jno. B. Lober, President. Attest: W. D. Lober, Secretary. (Seal.) American Cement Co., by R. W. Lesley, President. Attest: J. F. Lennig, Secretary. (Seal.) The Atlas Portland Cement Company, by J. R. Maxwell, President. Attest: J. R. Maxwell, Secretary. (Seal.) Lehigh Portland Cement Company, by Harry C. Trexler, President. Attest: George G. Sykes, Sec'y. (Seal.) The Lawrence Cement Co. of Pa., by Ernest R. Ackerman, Pres. Attest: Jas. S. Van Middlesworth, Secretary. (Seal.) Alpha Portland Cement Co., by A. F. Gerstell, Vice Pres. Attest: G. S. Brown, Secy. (Seal.) Dexter Portland Cement Co., by its President, Conrad Miller. Attest: Joseph Brobston, Secretary. (Seal.) Pennsylvania Cement Company, by Wm. N. Beach, Pres. Attest: Robert E. Bonner, Secretary. (Seal.) Penn-Allen Portland Cement Co., by Avon Barnes, Pres. Attest: William R. Yeager, Treasurer. (Seal.) Bath Portland Cement Co., by B. F. Stradley, 2nd Vice Pres. Attest: B. F. Stradley, Sec'y. (Seal.) Catskill Cement Co., by James W. Kettrell, Secy. & Treas. Attest: J. W. Kettrell, Secy. (Seal.) The Glens Falls Portland Cement Co., by George F. Bayle, Pres. Attest: J. E. Parry, Secretary. (Seal.) Nazareth Cement Co., by M. J. Warner, Vice Pres. Attest: Geo. F. Coffin, Secretary. (Seal.) Buckhorn Portland Cement Co., by Abraham C. Mott, Pres. Attest: C. M. Mott, Secty. (Seal.) Phoenix Cement Co., Wm. Turner, Pres. Attest: E. T. Newkirk, Secretary. (Seal.) The Edison Portland Cement Co., by W. F. Mallory, Vice President. Attest: Willard P. Reid, Secretary. (Seal.)

[fol. 1559]

Govt. Ex No. 549

Exhibit E.

"Agreement made this thirteenth day of January, 1909, between North American Portland Cement Company, a New Jersey corporation, hereinafter called the Licensor, and The Atlas Portland Cement

Company, a Pennsylvania corporation, Lehigh Portland Cement Company, a Pennsylvania corporation, Alpha Portland Cement Company, a New Jersey corporation, American Cement Company, a New Jersey corporation, Vulcanite Portland Cement Company, a New Jersey corporation, Lawrence Cement Company of Pennsylvania, a Pennsylvania corporation, Pennsylvania Cement Company, a Pennsylvania corporation, Penn-Allen Portland Cement Company, a Pennsylvania corporation, Nazareth Cement Company, a Pennsylvania corporation, Catskill Cement Company, a New Jersey corporation, Bath Portland Cement Company, a Pennsylvania corporation, Glens Falls Portland Cement Company, a New York corporation, Phoenix Cement Company, a Pennsylvania corporation, Edison Portland Cement Company, a New Jersey corporation, Whitehall Portland Cement Company, a Pennsylvania corporation, Northampton Portland Cement Company, a Delaware corporation, and such other Portland Cement Companies as may now or hereafter be Licensees under the below mentioned patents and sign this agreement and become parties hereto, hereinafter called the Licensees.

"Whereas, the Licensor has licensed each of the Licensees to use, employ and practice, in the manufacture of Portland Cement, any and all of the inventions patented and covered in and by United [fol. 1560] States Letters Patent No. 645,031 of March 6, 1900, and Nos. 691,336 and 691,337, both of January 14, 1902, the exclusive right to grant licenses under which is owned by the Licensor.

"And whereas it is the desire of all the parties hereto that the right and license to manufacture Portland Cement by the use of the inventions set forth in the above recited patents shall be exercised during the term of this agreement upon the terms and conditions herein set forth, in addition to the terms and conditions set forth in the License Agreements heretofore made between the Licensor and each of the Licensees.

"Now, therefore, this agreement witnesseth that in consideration of the premises and the sum of One Dollar by each to the other in hand paid, the receipt of which is hereby acknowledged, and the mutual covenants herein contained, the parties named and referred to herein as Licensees do each and all severally covenant and agree, mutually with the Licensor as follows:

"First: That during the continuance of this agreement each Licensee (anything in its license agreement heretofore made to the contrary notwithstanding) shall have and enjoy the non-exclusive right and license to manufacture and to have manufactured for it and to use, employ and practice any and all of the inventions covered by the said Letters Patent Nos. 645,031, 691,336 and 691,337, upon and subject to the terms, conditions and covenants expressed in its license heretofore made, but only within the limitations herein [fol. 1561] specified where the same are applicable and not otherwise, that is to say, in the production of Portland Cement sold or disposed of by such Licensee only in full compliance with the minimum price provisions set forth in Schedule 'A,' hereto annexed and made a part hereof, and in compliance with each and all the other terms,

conditions and provisions of said Schedule 'A,' which said Licensee hereby covenants to observe in all respects and particulars; it being expressly understood and agreed that any use of any of said inventions by such Licensee during the continuance of this agreement by a sale of Portland Cement in violation of such minimum price provisions or other failure to observe any limitation of this license shall be outside the scope of the license privilege of such Licensee and an infringement of the patent covering the invention so practiced and subject such Licensee to the liability hereinafter provided, as liquidated damages and not as a penalty, for such infringement.

"And to insure the due observance thereof, each of the parties hereto hereby agrees that it will not, except as provided herein or in said Schedule 'A,' directly or indirectly sell, deliver, or otherwise dispose of or be interested in the sale, delivery or other disposition of any Portland Cement covered hereby, or offer to sell, deliver or otherwise dispose of any such cement otherwise than in full compliance with the terms and conditions of this Agreement and of said Schedule 'A'; and will not, except as in said Schedule 'A' expressly [fol. 1562] provided, allow to any consumer, dealer, or to any purchaser whatever, any commission, discount, rebate or reduction from any prices fixed in said Schedule 'A' except in settlement with insolvent debtors for such cement previously sold and will not, directly or indirectly, grant or give any bonus or gratuity in connection with the sale or other disposition of such cement, except, however, that a prospective purchaser requesting a sample for test may be given a sample not exceeding one barrel.

"Second: That whenever in the judgment of the Board of Directors of the Licensor it is desirable in order to prevent the parties hereto being deprived of the full benefit of the practice of said inventions by reason of quotations or sales of Portland Cement for delivery within the territory covered hereby by persons or concerns not parties hereto, the Licensor may by written notice to each party hereto reduce the minimum prices generally for any one or more delivery points or sections set forth in Schedule 'A' aforesaid, or for any one or more specific jobs, such reduction to remain in force during the period named in said notice and during any further period or periods named in any further written notice or notices which shall be given by the Licensor to each party hereto. Upon the termination of such period or periods of reduction of prices, the minimum prices set forth in Schedule 'A' shall forthwith be restored and remain in full force and effect.

[fol. 1563] "Third. That the Licensor may, upon the unanimous vote of all of the members of its Board of Directors who are present at a meeting of such Board duly called in writing for the purpose of considering and acting upon changes in the terms and provisions of Schedule A (provided always the members present at such meeting constitute a quorum), change or add to any of the prices, terms and provisions of said Schedule A; and whenever any change or addition shall be so made a copy of such change or addition shall be

forthwith given by the Licensor to each and all of the Licensees, and thereupon said Schedule A as thus changed or added to shall be binding upon all the parties hereto with the same force and effect as if said changes or additions had originally been incorporated in said Schedule A.

"Fourth. That if any Licensee should be held by the arbitrator hereinafter mentioned to have in any manner, directly or indirectly, violated any of the limitations, terms, conditions and covenants of this agreement or of said Schedule 'A,' or to have, directly or indirectly, done any act or thing in violation thereof, then such Licensee shall forthwith pay to the Licensor, as liquidated damages and not as a penalty, a sum amounting to not less than five cents per barrel and not exceeding fifty cents per barrel on the entire amount of Portland cement sold or otherwise disposed of by such Licensee in violation of any such limitations, terms, conditions and covenants of this agreement or of said Schedule 'A' as determined by the [fol. 1564] arbitrator hereinafter mentioned, and such damages shall be paid in case of quotations or offers to sell as well as in cases of actual sales of Portland cement in violation of any such limitations, terms, conditions or covenants. But the amount of damages to which any Licensee shall be liable under any and all the provisions of this agreement shall not in any event exceed in the aggregate for any one calendar year a sum equal to ten times the amount of the total original deposit of such Licensee as specified in Paragraph Sixth of this agreement.

"Fifth. That within fifteen days from and after the date of these presents an arbitrator shall be elected by the Board of Managers of the Association of Licensed Cement Manufacturers to serve until his appointment is revoked or his resignation is accepted by said Board, in which case the said Association shall elect a new arbitrator by a similar vote. In case the said Association fails to elect an arbitrator as above provided or to fill any vacancy existing in said office for a period of thirty days after written notice from the Licensor, then the Licensor may by written notice to each of the other parties hereto, appoint an arbitrator who shall perform all the duties and have all the privileges and powers of the arbitrator herein provided for until the election of an Arbitrator by said Association as herein provided.

"Whenever any party to this agreement shall be charged with the violation in any manner of any of the limitations, terms, conditions and covenants of this agreement or of said Schedule 'A,' then such arbitrator shall afford such accused and also any accusing party or parties an opportunity to be heard with regard to such charge; and such arbitrator may of his own volition notify any party to this agreement to appear before him at a date to be fixed by such arbitrator for a hearing with respect to any alleged violation by such party of any of the limitations, terms, conditions and covenants of this agreement or of said Schedule 'A,' and such party and any accusing party shall then have an opportunity

to be heard by such arbitrator with respect thereto; and the arbitrator is hereby given full power and authority to hear any and all of the parties and to determine whether or not any such party shall have violated any of the limitations, terms, conditions and covenants of this agreement or of said Schedule 'A' and to determine the amount of liquidated damages payable therefor as herein provided; and every finding and determination of such arbitrator in every such case shall be final and conclusive.

"Sixth. That each Licensee shall deposit with the Licensor a sum of money equal to one cent per barrel on all Portland Cement sold and shipped by such Licensee during the year 1907, and in case such sum is less than five thousand dollars, then the sum of five thousand dollars (\$5,000), which amount shall be payable as follows:

"One-fifth thereof within ten days after the execution and delivery of this agreement; one-fifth thereof on the first Monday of April, 1909; one-fifth thereof on the first Monday of July, 1909; one-fifth thereof on the first Monday of October, 1909, and the remaining one-fifth thereof on the first Monday of January, 1910.

"All sums of money which shall be so deposited with the Licensor shall be placed at interest by the Licensor with such Banks or Trust Companies as shall be selected by the Board of Managers of the Association of Licensed Cement Manufacturers; and the Licensor and the Association of Licensed Cement Manufacturers shall not be responsible for any loss arising by any failure or insolvency of any Bank or Trust Company which may be so selected.

"In the event that such arbitrator shall at any time find or determine that any Licensee shall have violated any of the limitations, terms, conditions and covenants of this agreement and of said Schedule 'A,' or shall have done any act or thing in violation thereof, and by reason thereof shall have become liable to pay any sum of money to the Licensor according to the terms of this agreement, then the Licensor may withdraw from the amount of the said deposit or deposits of such Licensee such sum of money as shall be sufficient for the payment of the amount which shall be so payable by such Licensee to the Licensor under the terms of this agreement; and within thirty days after the Licensor shall have notified such Licensee in writing of the withdrawal from any such [fol. 1567] deposit or deposits of such sum of money, such Licensee shall pay to the Licensor an amount sufficient to make up the total amount of the original deposit or deposits.

"In the event of the failure of such Licensee to make such payment to the Licensor within said thirty days the Licensor shall be entitled to forthwith appropriate to its own use, as liquidated damages and not as a penalty, the whole of the balance of such deposit or deposits of such Licensee, and may also, at its option, suspend all privileges of such Licensee under this agreement and under the original license of such Licensee until such Licensee shall make

good the full amount of its original deposit or deposits; and the Licensor shall also have and may pursue every other remedy available to it for the collection of the full amount of the required deposit or deposits and other sums of money payable by such Licensee to the Licensor under the terms of this agreement and for the protection or enforcement of the rights of the Licensor hereunder.

"The interest payable by any Bank or Trust Company on the deposits made by each Licensee as aforesaid shall be paid by the Licensor to such Licensee between the first and fifteenth days of January of each year, but the Licensor shall in no event be responsible for any greater amount of interest than it shall receive from such Bank or Trust Company. The deposits of each Licensee, however, shall be held by the Licensor during the existence of this [fol. 1568] agreement subject to the terms thereof, and upon the termination of this agreement shall, after the deduction therefrom of any sums of money which shall be payable to the Licensor from such Licensee, be forthwith repaid to such Licensee, together with the unpaid interest thereon payable by such Bank or Trust Company.

"Seventh. That if the Licensor should at any time enter upon the manufacture of Portland Cement under the above mentioned patents, it shall immediately thereupon deposit with a Trustee, who shall be elected by the vote of a majority of the representatives of all of the members of said Association of Licensed Cement Manufacturers, a sum of money equal to one cent per barrel of all Portland Cement proposed to be produced by the Licensor during the first year of its manufacture, and such sum of money shall be held by such Trustee upon the same terms and conditions in respect to the Licensor as the deposits above provided for are to be held by the Licensor in respect to the Licensees.

"And that the Licensor, if it shall enter upon the manufacture of Portland Cement under said patents, will comply with and be bound in all respects by all of the limitations, terms, conditions and covenants of this agreement and of said Schedule 'A,' with respect to such cement manufactured by it.

"And that any sums of money which shall be withdrawn by such Trustee from any deposit or deposits of the Licensor as aforesaid for [fol. 1569] any violation by the Licensor of any of the limitations, terms, conditions and covenants of this Agreement and of said Schedule 'A' shall be paid over by such Trustee to the then Licensees in good standing pro rata according to the amounts of their respective deposits with the Licensor as aforesaid.

"Eighth. That within the first fifteen days of each calendar month during the continuance of this Agreement, each Licensee shall render to the arbitrator, to be elected as aforesaid, a written report, in the form to be prescribed by such arbitrator, setting forth the total number of barrels of Portland Cement sold and shipped or otherwise disposed of by it during the preceding calendar month which shall have been manufactured by the use of any of the in-

ventions covered by the above mentioned patents; and every such written report shall be accompanied by an affidavit of some person having knowledge of the facts setting forth that such report is full, true and correct in every respect and that none of the Portland Cement sold and shipped or otherwise disposed of by such Licensee, during the preceding calendar month was sold and shipped or otherwise disposed of by it in violation of any of the limitations, terms, conditions and covenants of this Agreement and of said Schedule 'A.'

"And that in the event of the failure or refusal of any Licensee to file with such arbitrator any such report within the first fifteen days of any calendar month, the Licensee shall pay to the Licensor, as liquidated damages and not as a penalty, the sum of Twenty-five [fol. 1570] Dollars for each working day until such report is filed with such arbitrator, and the Licensor shall have the right to collect such damages out of any moneys of such Licensee on deposit with the Licensor, or to enforce such liability in any other lawful way, or by any other remedy available to the Licensor for that purpose, and the Licensor may also, at its option, suspend the privileges of such Licensee hereunder and under its original license until such report shall be filed with such arbitrator.

"And that all the transactions of the Licensees relating to the business covered by this agreement and said Schedule 'A' shall be subject to such investigation and audit as may be determined, from time to time, by the arbitrator aforesaid; and such arbitrator shall establish such rules of audit as shall insure a complete and perfect account of each and every transaction in connection with this agreement and said Schedule 'A' by such a system of thorough examination of the books and accounts of each Licensee, as shall insure to the fullest extent possible the strictest compliance with the limitations, terms, conditions and covenants of this agreement and of said Schedule 'A'; and each Licensee shall, for said purposes, produce or cause to be produced at the offices where the same are regularly kept all books, papers, correspondence and other original records of such Licensee, its branches, distributors and sales agents as may be called for by such arbitrator and shall assist such arbitrator or his accredited representative in every way possible for the favorable carrying out [fol. 1571] of the purposes of this agreement, and in case of its failure or refusal so to do shall pay to the Licensor, as liquidated damages and not as a penalty, the sum of Twenty-five Dollars for each working day during the continuance of such failure or refusal, which damages the Licensor may collect out of any deposit of such Licensee or in any other lawful way, and the Licensor may also, at its option, suspend the privileges of such Licensee hereunder and under its original license until the full compliance of such Licensee with the terms of this Clause Eighth.

"Ninth. Where the terms Portland Cement or Cement are used in reference to the subject matter hereof or of said Schedule 'A' reference is had only to Portland Cement produced by the use of the inventions of Patents set forth herein.

"The term Portland Cement as used herein and in the accompanying Schedule 'A' means the finely pulverized product resulting from the calcination to incipient fusion of an intimate mixture of properly proportioned argillaceous and calcareous materials to which no addition greater than three per cent (3%) has been made subsequent to calcination.

"No party hereto shall sell any cement under the name or designation 'Portland Cement' that does not comply with said definition. It is agreed that any violation of the provisions of this paragraph shall constitute a violation of this license and of Schedule 'A' and [fol. 1572] shall render the party committing such violation liable to the damages herein provided.

"For the purpose of this agreement and of said Schedule 'A' the term 'barrel' wherever used shall be construed to mean 376 pounds of cement exclusive of weight of package; the weight of all bags to be computed at not less than one pound each and of barrels at not less than twenty-four pounds each.

"Tenth. That all notices or requests to be given under this License Agreement or under Schedule 'A' by the Licensor, the arbitrator, or by any Licensee shall be in writing forwarded by registered mail. All notices or requests to be given by the Licensor or by the Arbitrator shall also be given by telegraphing the full notice or its substance or general purport.

"Each party hereto shall forthwith file with the Licensor and with the arbitrator a statement of its present post-office and telegraphic addresses which it desires notices to be sent to and shall from time to time file with the Licensor and with the arbitrator a statement of any changes in such addresses; and notices sent by registered mail and by telegram by the Licensor or by the arbitrator to such addresses last filed shall constitute full notice as required herein or by Schedule 'A.' The Licensor or the arbitrator may, however, serve additional written notice by personal delivery to any officer of the party for whom such notice is intended.

[fol. 1573] "Eleventh. That for the purpose of this agreement the territory covered by the aforesaid letters patent is divided as follows:

"Territory A shall embrace the New England States, New Jersey, Delaware, District of Columbia, North Carolina, and South Carolina, and all portions of New York, Pennsylvania, Maryland, Virginia (excluding West Virginia), lying east of a line running approximately north and south from Lake Ontario to the northern border of North Carolina and passing through the most westerly point of the boundary of Rochester, N. Y., and the most westerly point of the boundary of Hagerstown, Md., and through a point half way on an air line between the Lehigh Valley Mills at Northampton, Pa., and Pittsburgh, Pa., all as shown by the line marked on the map hereto annexed.

"Territory B shall embrace all territory covered by said patents not included in Territory A.

"The limitations, terms and provisions of this license agreement

and the accompanying Schedule A shall apply only to the aforesaid Territory A until either (a) the limitations, terms and provisions of this license agreement and the accompanying Schedule A shall have been extended and made applicable to Territory B or some portion thereof in the manner herein provided, or (b) the Licensor shall enter into another license agreement or other license agreements relating to Territory B or some portion thereof as hereinafter provided.

(a) The Licensor may at any time in the manner provided for by Paragraph Third hereof extend the limitations, terms and provisions hereof and of the accompanying Schedule A to Territory B or any portion thereof and upon notice of such extension given by the Licensor pursuant to Paragraph Tenth hereof, all the limitations, terms and provisions of this agreement and said Schedule A shall apply to Territory B, or such portion thereof as may be designated in said notice, with the same force and effect as if the limitations, terms and provisions of this license agreement and the accompanying Schedule A were herein expressly made to apply to said Territory B, or portion thereof so designated. In case of such extension the Licensor may subsequently cancel such extension as to such territory or any portion thereof, but not as to any part of Territory A.

(b) The Licensor may at any time enter into any other or independent license agreement or agreements with any party or parties hereto or any other person or persons and may include therein limitations, terms and provisions relating to prices, terms of sale and trade conditions and the right to grant sub-licenses—all in the discretion of the Licensor, subject, however, to the following limitations:

(1) Every such license agreement relating to the manufacture of cement by the practice of said inventions covered by the aforesaid letters patent or any of them in Territory B, or any portion thereof, shall provide that any Licensee hereunder shall have the right to take an additional license from the Licensor, or its licensees [fol. 1575] upon whom the right to grant sub-licenses for such territory has been conferred, to manufacture cement by the practice of any and all the inventions covered by the aforesaid letters patent in the territory covered by such license agreement and sell the cement so manufactured in such territory under the same and no other restrictions, terms, conditions or provisions as may be imposed upon other licensees or sub-licensees of the Licensor manufacturing cement in such territory; but the rate of royalty to be paid under such additional license agreement shall in no event exceed one-quarter of a cent per barrel on its cement manufactured in such territory and shall not be greater than the rate of royalty in excess of one cent per barrel fixed for such other licensees or sub-licensees.

(2) Every license agreement under the aforesaid letters patent or any of them shall provide that all licensees holding directly or

indirectly from the Licensor shall be governed by uniform restrictions and provisions as to what may be sold as Portland cement, weight of packages, purchase of bags, terms, discounts, and other trade conditions, and to that end every such license agreement shall contain, and require all sub-licenses under it to contain, the same provisions relative to such trade conditions as at the time of the execution thereof govern the licensees hereunder and provisions permitting the modification of such trade conditions only simultaneously as to all licensees by the Licensor in the manner provided [fol. 1576] in Paragraph Third hereof, or in case the Licensor shall have conferred upon another or others the right to grant sub-licenses then by joint action by the Licensor in the manner provided in Paragraph Third and such other or others applying simultaneously to all licensees and sub-licensees.

(3) No license agreement under the aforesaid letters patent or any of them shall apply to the sale or delivery of Portland cement in any territory or place to which the limitations, terms and provisions of this license agreement and Schedule A shall apply at the time of making such other license agreement or be in any other respect inconsistent with any of the terms and provisions hereof and of said Schedule A in respect to the sale and delivery of Portland cement in any territory or place to which the limitations, terms and provisions of this license agreement and Schedule A shall apply at the time of making such other license agreement and nothing herein or in any such license agreement contained shall in any way deprive any Licensee of or lessen its right to the advantage of any clause in its original license giving it the benefit of any reduction of royalty rate or special privilege granted to any other licensee, as set forth in such clause; provided, however, that (anything in this Clause 3 contained to the contrary notwithstanding) such other license agreement or agreements may establish different methods of fixing prices and different methods of securing the observance of the limitations, terms and conditions of the license in respect to [fol. 1577] cement manufactured in Territory B, or any portion thereof, covered by such license agreement and may provide for the payment of the reciprocal differentials hereinafter set forth.

[fol. 1577] "In the event of the Licensor making another license agreement affecting the sale of Portland cement in Territory B or any portion thereof as hereinabove provided, then upon notice being given by the Licensor to the Licensees, the Licensees shall during the continuance of such other license agreement be bound so far as concerns the sale or delivery of Portland cement in that portion of Territory B covered by such other license agreement by all the limitations, terms and provisions of such other license agreement relating to prices, terms of sale, including weight of packages, purchase of bags, discounts, what may be sold as Portland cement and other trade conditions to the same extent and with the same force and effect as if such provisions as to prices, terms of sale and trade conditions were embodied herein and made a part hereof; and upon

written notice to that effect from the Licensor to the Licensee no Portland cement made in Territory A shall be sold or delivered in such portion of Territory B as may be covered by such other license agreement except at a price which shall exceed the price or prices established under such other license agreement by a differential of not more than one cent (1c) a barrel on Portland cement sold in said portion of Territory B up to the point or points where the [fol. 1578] freight rate from the nearest mill situated in Territory B and owned by any Licensee of the Licensor is less than five cents per barrel below the freight rate from the nearest mill of a Licensee situated in territory A; not more than two cents a barrel where the difference in such freight rate is five cents and less than ten cents; not more than three cents where such difference is ten cents and less than fifteen cents; not more than four cents a barrel where such difference is fifteen cents and less than twenty cents; not more than five cents a barrel where such difference is twenty cents or more, as may be determined by the Licensor and stated in such notice; but no such notice of differential shall be given or shall have any effect unless the same differential shall be imposed on all Portland cement manufactured by licensees of the Licensor in the territory covered by such other license agreement and sold or delivered in Territory A.

"Any violation by any Licensee party hereto of any of the limitations, terms, conditions or provisions of such other license agreement or agreements relating to prices, terms of sale or trade conditions or the provisions hereof as to differentials based on the prices fixed by such other license agreement or agreements in connection with cement made in Territory A after notice that such other license agreement or agreements are in force and the prices, terms of sale and trade conditions governing the Licensee hereunder pursuant thereto, shall constitute a violation hereof and subject such Licensee [fol. 1579] to liability for the damages herein provided for exceeding the limitations of this license.

"In the event of the Licensor making another license agreement as hereinabove provided, relating to the practice of said inventions covered by the aforesaid letters patent or any of them in Territory B, or some portion thereof, then upon notice from the Licensor to that effect the Licensee shall have no right or license under this license agreement or under its original license agreement to manufacture Portland cement by the practice of said inventions or any of them in the portion of Territory B covered by such other license agreement during the continuance thereof until the Licensee shall have taken an additional license to manufacture Portland cement by the practice of said inventions in said portion of Territory B, from the Licensor, or person upon whom the right to grant sub-licenses for such territory may have been conferred, but if such additional license is terminated in any manner (including the termination by a Licensee hereunder in the manner provided in such additional license) then this license and the original license of such Licensee shall again come into full force and effect; and upon taking such additional license

the Licensee shall pay to the Licensor upon each barrel of Portland cement made by the practice of said inventions or any of them in Territory A and Territory B the royalty due to the Licensor hereunder and under its original license and in addition thereto shall [fol. 1580] pay to the person from whom it holds an additional license in said Territory B upon each barrel of Portland cement produced by it by the practice of said inventions or any of them in Territory B the additional royalty fixed in said additional license pursuant to Clause 1 of this Paragraph Eleventh.

"In the event of the Licensor making another license agreement covering Territory B or some portion thereof as hereinabove provided and incorporating in such license agreement the right to grant sub-licenses and provisions for the determination of questions relating to breaches of the limitations, terms, conditions and provisions of such license agreement by an Arbitrator of equivalent Tribunal, and any Licensee hereunder taking a sub-license thereunder, then such Licensee shall be bound by the decision of the Arbitrator appointed pursuant to Paragraph Fifth hereof as therein provided concerning all questions arising in connection with the cement produced by the Licensee at a mill or mills located in Territory A and by the Arbitrator or Tribunal for which provision may be made in such other license agreement concerning all questions arising in connection with the cement produced by the Licensee in any mill of such Licensee located in Territory B or such portion thereof as may be covered by such license agreement; and in case of any dispute as to the jurisdiction of the respective Arbitrators in any case or other dispute between such Arbitrators on any question [fol. 1581] then such Arbitrators shall select a third person to whom the question involved shall be submitted and the Arbitrators and the Licensees hereunder shall be bound by the decision of such person in such case the same as if such decision were the decision of the Arbitrator appointed pursuant to Paragraph Fifth hereof according to the provisions of this agreement:

"Twelfth. That this agreement is supplemental to and confirmation of the several license agreements heretofore entered into between the Licensor and the Licensee respectively which shall remain in full force and effect in all respects except in so far as said agreements are or may be altered or modified by this agreement. During the continuance of this agreement the Licenses heretofore granted to the respective Licensees under said patents shall be subject to the limitations, terms, conditions and covenants of this agreement and of said Schedule 'A,' to the same extent as if the same had been embodied in and made a part of such licenses. Upon the expiration of this agreement, or its termination in any manner whatsoever, the previous license agreement made by the Licensor with each Licensee as aforesaid shall continue in full force and effect as though this agreement had not been made.

"This License Agreement and the accompanying Schedule 'A' shall be read together and shall be deemed a single document; and wherever reference is made herein or in said Schedule 'A' to said

[fol. 1582] Schedule 'A' or to the terms and provisions thereof such reference includes said Schedule as it now exists and also as it may hereafter be modified, altered or added to as provided for herein or in the said Schedule.

"Thirteenth. That this agreement shall continue in force during the term for which each of the above mentioned patents was granted on its face, unless sooner terminated in the manner hereinafter provided:

"(1) Any Licensee hereunder may terminate this agreement as to all parties hereto on January 1, 1911, or on the first day of any January thereafter, by delivering to the Licensor on or before any such first day of January written notice of the intention of such Licensee to withdraw from this agreement on that date. Immediately on receipt of such notice the Licensor shall give notice to each Licensee that this agreement shall terminate on such first day of January.

"(2) In the event of the termination of the liability of the Licensees, or any of them, to pay royalty under the License Agreement heretofore made between the Licensor and such Licensee, then this License Agreement and Schedule 'A' shall terminate as to all parties hereto at the same time that the liability to pay royalty shall terminate as aforesaid.

"And no termination of this License Agreement and of Schedule 'A' in any manner aforesaid shall release or discharge any Licensee [fol. 1583] from the payment of any sum of money payable by such Licensee to the Licensor under the terms of this License Agreement or of Schedule 'A' by reason of any act or omission prior to the date of such termination. All quotations made prior to the expiration of this License Agreement and of Schedule 'A' for delivery of cement after such expiration shall be made in full compliance with and shall be subject to all of the price provisions and other terms and conditions hereof and of Schedule 'A.'

"Fourteenth. This Agreement and Schedule 'A' annexed hereto shall go into force and be binding upon the Licensor and the Licensee immediately upon the execution of this Agreement by the Licensor and all of the Licensees herein named, and not otherwise.

"In witness whereof the Licensor and the Licensees have caused their respective corporate seals to be hereunto affixed and duly attested and these presents to be signed by their respective duly authorized officers the day and year first above written."

"Schedule A

"(Attached to and forming part of a License Agreement between the North American Portland Cement Company, Licensor, and the Atlas Portland Cement Company and others, Licensees, dated January 13, 1909.)

"(1) Prices—All prices quoted for Portland cement covered by [fol. 1584] the License Agreement of which this schedule is part

made by any of the parties to said License Agreement shall be prices for delivery at the point required by the purchaser and no such cement shall be offered for sale and delivery at any point or in any section covered hereby or sold and delivered or otherwise disposed of at any such place at such prices less than the price set after the delivery point or section in the list of delivery points and sections contained in Paragraph 10 hereof, or, if such delivery point or section be not specifically contained in said list, at less than the prices hereinafter otherwise provided covering such place. Nothing in this paragraph (1) shall be construed as referring to or including the sale and shipment of any cement outside of the Territory A.

"(2). Discounts.—The following discounts, however, and no others, may be granted from the prices above provided for: (a) To dealers, as hereinafter defined, a discount of not more than five cents (5¢) on each barrel of such Portland cement that is sold by them to consumers in compliance with the price provisions hereof and (b) to distributors, as hereinafter defined, a discount of Ten cents (10¢) on each barrel of such Portland cement that is sold by them to dealers by whom such cement has been resold to consumers and the statements hereinafter required furnished and five cents (5¢) on each barrel of such Portland cement that is sold by them to [fol. 1585] dealers and not so resold or to consumers in compliance with the price provisions hereof.

"Dealers and distributors shall be allowed no discount on such cement consumed by them and shall be allowed the discount above provided on such cement sold to others only as follows: All such cement shall be billed to and paid for by such dealers and distributors at the full prices above provided for; at the end of each calendar month the dealer and distributor shall render to the licensee billing the cement a written statement (verified, if requested) setting forth the amount of such cement bought from such licensee and sold by such dealer or distributor during such month and also the amount of such cement used by the dealer or distributor himself; and the statement of the distributor shall also specify the portions of such amount sold by such distributor to dealers and consumers respectively, and shall be accompanied by written statements (verified, if requested) from dealers to whom such distributor has sold such cement setting forth that such cement has been resold by such dealer to consumers in full compliance with the price provisions hereof, all of which statements shall be preserved by the licensee and be open to the inspection of the Arbitrator provided for in the accompanying License Agreement; the licensee shall then be allowed to credit such dealer with, or pay to him said discount of not more than five cents (5¢) on each barrel of such cement that has been sold by him in full compliance with the price provisions hereof [fol. 1586] and to credit such distributor with or pay to him said discount of not more than Ten cents (10¢) on each barrel of such cement that has been sold by him to dealers whose statements are furnished showing that such cement has been resold to consumers in

full compliance with the price provisions hereof, and not more than five cents (5¢) on each barrel of such cement that has been sold by him to dealers and not so resold to consumers in full compliance with the price provisions hereof.

"(3). Terms.—Terms of payment shall not exceed thirty (30) days net from date of shipment; a discount of one cent per barrel may be allowed for cash within ten (10) days from date of shipment. No Licensee shall, directly or indirectly, sell or offer Portland cement as defined by the accompanying agreement on any terms more favorable than those herein prescribed, but the failure of any Licensee to institute suit or to collect at the end of thirty days, or to collect interest or discount deducted by the purchaser after ten days, shall not render the Licensee liable for the damages provided for breach of the accompanying agreement, provided the sale has been made by the Licensee in good faith on terms no more favorable than those herein prescribed and the Licensee has made due commercial efforts to enforce such terms.

"All quotations made by the parties hereto are to be good for any period not exceeding fifteen (15) days, deliverable within thirty (30) days after acceptance. On jobs specifically named delivery is [fol. 1587] to cover the job and terms of the contract, and the quotation is to so state and is to be good for acceptance until the contract is let or until the quotation is withdrawn.

Freight charges are to be paid by the purchaser except to prepaid stations, or on reshipments by water, or on Government, State and Municipal and Railroad contracts requiring prepayment of freight.

"4. Definitions.—

"Branch Offices, Dealers, Distributors, Exclusive Sales Agents, Salesmen

"A branch office is an office maintained by a party hereto in its own name, under its own control and subject to the directions of the home office, the profits of which branch belong to and the expenses and losses of which are borne by such party; or an office maintained by a corporation the entire capital stock of which is owned by a party hereto, which office is maintained in the name of such corporation under its control and subject to its directions, the profits of which office belong to, and the expenses and losses of which are borne by such corporation; or any office established as an office of a party hereto within the State of its incorporation prior to the first day of January, 1908, and since continuously conducted in the name of such party, whether or not such party controls or directs the same or owns the profits or bears the expenses or losses thereof.

"A dealer is a person, firm or corporation regularly carrying in store a stock of Portland cement for sale to others.

"A distributor is a person, firm or corporation formally appointed a Distributor by a party hereto as hereinunder provided. Only those so appointed distributors and whose appointments are in full force

[fol. 1588] shall be distributors with the meaning hereof and as such entitled to the distributor's discount.

"The term Exclusive Sales Agent means a person or concern who has the exclusive handling of the entire or substantially the entire output of a Licensee.

"A Salesman is a person or concern who is regularly employed by any of the parties hereto to procure orders for cement to be filled by such party, and who has no direct or indirect title to or interest in such cement either as a dealer or consumer. Such salesman may be paid by salary, commission, or both.

"No party hereto shall employ as a salesman or shall constitute as a branch office or shall permit to be directly or indirectly connected with any branch office of such party, any person or concern who is either a dealer engaged in buying and selling cement or other building materials, a contractor buying cement or other building materials, or a consumer of cement; and no party hereto shall directly or indirectly grant or give any commission, salary, discount, credit, allowance, gratuity, sum of money or any reduction in price, to any person or concern who is such dealer, contractor or consumer either in connection with cement purchased by such person or concern, or in connection with orders for cement procured by such person or concern and to be filled by such party hereto; and any violation of these provisions shall render the party violating the same liable to liquidated damages at the rate provided in the accompanying license agreement. But nothing herein contained shall be construed to prevent a salesman or person or concern connected with or acting as a branch office being a stockholder in any cement company party hereto.

"(5). Distributors and Exclusive Sales Agents.—Each party hereto is entitled to appoint one distributor at each distributing point hereinafter specified by delivering to the Licensor a written statement setting forth the name of such distributor, the distributing point for which the appointment is made, and the agreement of the party making the appointment to be responsible for the full compliance with the price and other provisions hereof by such appointee to the same extent as if such appointee were the party making the appointment, and thereupon such distributor shall become the duly appointed distributor at such distributing point for the party making the appointment and shall remain such distributor until written notice of the revocation of such appointment is delivered to the Licensor by the party who appointed such distributor. Provided, however, that before any person or concern shall become a distributor and entitled to the distributor's discount, such person or concern shall enter into a contract with the party making the appointment (executed in duplicate, one copy of which shall be delivered to the Licensor with the statement of appointment of such person or concern as distributor) providing that while such person or concern continues as such distributor he or it will not sell any brand of American Portland cement not made under license from the Licensor and will sell the licensed brand only in full compliance

with the price and other conditions of the accompanying license agreement and of this schedule as now existing or hereafter modified and that in case of violation of the provisions of such contract the distributor will pay to the party making the appointment liquidated damages (equivalent at least to the sum for which the acts of such distributor may render the party appointing him liable hereunder) to be fixed in such contract.

"Upon receiving notice of the appointment of such distributor or the revocation of any such appointment, the Licensor shall give notice of the same to the various parties hereto. Any party hereto may at any time revoke the appointment of any of its distributors by written notice delivered to the Licensor and may thereafter appoint a new distributor for such distributing point in the manner above provided.

"The following cities are hereby established as distributing points and shall constitute the only points at which distributors be appointed until the number or location of such points is changed pursuant to Paragraph Third of the accompanying agreement:

"Boston, Massachusetts; Baltimore, Maryland; Syracuse, New York; Norfolk, Virginia; Binghamton, New York; Richmond, Virginia; Utica, New York; Charleston, South Carolina.

[fol. 1591] "Each party hereto desiring to appoint or to maintain an Exclusive Sales Agent shall procure the execution in duplicate by such Exclusive Sales Agent and such party of an agreement in form prepared by the Licensor providing that while such Exclusive Sales Agent continues as such he will not sell any brand of Portland cement, as defined in Paragraph Ninth of the foregoing agreement, not made under license from the Licensor and will sell the licensed brands only in full compliance with the price and other conditions of the accompanying license agreement and of this Schedule as now existing or hereafter modified, and that in case of violation of the terms of his agreement with his principal such Exclusive Sales Agent will pay such principal liquidated damages as fixed by said agreement; and shall deliver to the Licensor a copy of such agreement together with a written notice of the appointment of such Exclusive Sales Agent; and thereupon such Exclusive Sales Agent shall become the duly appointed Exclusive Sales Agent for the concern appointing the same and shall remain in said capacity until written notice of the revocation of such appointment is delivered to the Licensor by the party who appointed said Exclusive Sales Agent. Upon receiving notice of the appointment of any such Exclusive Sales Agent or the revocation of any such appointment, the Licensor shall give immediate notice of the same to the several parties hereto. Any party hereto may at any time revoke the appointment of its Exclusive Sales Agent by written notice delivered to the Licensor and may thereafter appoint a new Exclusive Sales Agent in the manner above provided. No party hereto shall have more than one Exclusive Sales Agent at any one time. Only such persons as have been formally appointed Exclusive Sales Agents as above provided and whose appointments are in full force shall be Exclusive Sales Agents within the meaning hereof and as such entitled

to the benefit of the provisions relating to terms with Exclusive Sales Agents.

"(6) Terms as to Branch Offices, Sales Agents, etc., and as to Sales Between Parties Hereto.—Where any party hereto is maintaining a Branch Office or whose entire output of cement is handled by an Exclusive Sales Agent, it may deliver cement to said Branch Office or Exclusive Sales Agent, irrespective of the provisions hereof as to price and discounts; but in selling and delivering such cement to dealers, distributors or consumers, such Branch Office and such Exclusive Sales Agent shall be subject to and comply with all of the provisions hereof and of the accompanying License Agreement. Any party hereto now maintaining or hereafter establishing any such Branch Office as herein provided shall report the same in writing to the Licensor who shall forthwith report the same to each of the other parties hereto.

"Each party hereto shall be responsible for any violations of this Schedule or of the accompanying License Agreement by its Branch [fol. 1593] Offices, Exclusive Sales Agents, Salesmen, representatives, Distributors and every corporation at least a majority of whose capital stock is owned by the Licensee.

"Any party hereto may sell cement to any other party hereto at such prices as may be agreed upon between them, irrespective of the terms hereof; but such purchaser of such cement shall in selling or otherwise disposing of the same be subject to and comply with all of the provisions hereof and of the accompanying License Agreement; and the manufacturer of such cement shall include such cement in his reports to the Licensor and to the Arbitrator.

"(7). Amendment of List of Delivery Points and Sections.—The Licensor may at any time in the manner provided for by Paragraph Third of the foregoing agreement, add to the list of delivery points and sections contained in Paragraph 10 hereof new delivery points and sections anywhere in the United States and fix the selling price at such points or within such sections and may strike out any delivery point or section and otherwise alter or amend said list, and may establish minimum prices and discounts in any part of the United States, except as hereinafter provided, either by sections, states, counties, cities or other divisions, or by reference to the nearest delivery point in said list. Meanwhile, in case of quotation for delivery [fol. 1594] or of deliveries of Portland cement covered hereby at any point in Territory A, not specifically covered by the list of delivery points and sections, no quotations or deliveries shall be made at prices less than the minimum prices fixed for delivery at the nearest delivery point named in said list. Until the provisions hereof have been extended and made applicable as herein provided to any given portion or portions of the United States outside of the territory known as Territory A in the accompanying License Agreement or another License Agreement covering such other territory has been made pursuant to Paragraph Eleventh of the accompanying agreement, the parties hereto are not restricted as to prices, discounts or terms of delivery at such places. In case the Licensor as provided

in Paragraph Eleventh of the accompanying License Agreement shall have at any time made any License Agreement or Agreements establishing terms or restrictions as to prices, discounts or terms of delivery within any portion or portions of the United States not included in Territory A aforesaid of Portland cement made by use of the inventions of the patents herein referred to which said License Agreement or Agreements shall have gone into effect before the provisions hereof have been extended and made applicable as above provided to such portion or portions of the United States, then the power above given to extend the provisions hereof to the portion or portions of the United States covered by such other Agreement or Agreements [fol. 1595] shall cease, during the continuance of such other License Agreement or Agreements, anything hereinbefore contained to the contrary notwithstanding.

"In case of any change in or addition to the list of distributing points or of delivery points and sections or in prices or discounts or in the other terms of his Schedule the Licensor shall forthwith give written notice thereof to each of the parties hereto and shall forthwith send to each party hereto a copy of this Schedule in its then amended form, bearing the date of its issuance and certified by the Secretary of the Licensor to be a correct copy of the Schedule as then amended.

"(8) Purchase of Bags.—No party hereto shall allow any discount, rebate or commission or make any payment or give any credit for packages in which it has sold cement covered hereby, except as follows: any party hereto may purchase cotton bags bearing the brand of any party hereto that have been used in connection with the sale of such cement by said party or parties, and pay for the same at the rate of not exceeding seven and one-half ($7\frac{1}{2}$) cents per bag, provided always, however, that all such bags returned by the customers shall be subject to the count and inspection of said party and that payment shall be made only for bags that are capable of further use for shipment of cement and that freight on such bags from [fol. 1596] place of shipment to the mill shall be prepaid by or charged to the persons returning same. Each party hereto must keep a record of all used bags so purchased by it and must preserve all invoices covering such purchases; and said records and invoices shall at all reasonable times be open to the inspection of the arbitrator or his duly accredited representative.

"(9) Statements of Outstanding Quotations and Contracts.—Within fifteen days after the execution and delivery of this agreement by all of the parties hereto each of the parties hereto shall forward to the arbitrator provided for in the accompanying License Agreement a sworn statement of each of its outstanding and unfilled contracts, sales, orders for cement and offers to sell cement covered by this agreement and to be delivered at prices less than the minimum prices established herein at any of the points or within any territory to which the provisions of this Schedule apply, stating the name of the buyer, name and location of the job, and amount, date, price and terms; and within

fifteen days after any subsequent advance in price, as provided for in this Schedule and accompanying License Agreement, each of the parties hereto shall forward to the arbitrator a similar sworn statement of each of its outstanding and unfilled contracts, sales, orders for cement and offers to sell cement covered by this agreement and to be delivered at any point affected by such change in price at prices [fol. 1597] less than such new minimum prices. Failure to file any such statement within the period specified shall subject the party in default to the payment to the Licensor of liquidated damages at the rate of twenty-five dollars per day. All such bona fide contracts, sales, orders, and offers to sell may be filled at the agreed price, and shall not constitute violations hereof, provided same have been reported in statements as above provided.

"(10) List of Delivery Points and Sections and of Minimum Prices.—Until the Licensor shall give notice of the establishment of delivery points and sections and minimum prices therein, prices in Territory A shall be as follows:

"All prices given below are the minimum prices to consumers and subject to the discounts permitted to dealers and distributors by Paragraph (2) of this Schedule and no other discount.

"All prices shall be quoted and made delivered.

"Delivered prices for wood and cotton shall be the same and for paper 25 cents less, computing the freight at a weight of 400 lbs. for all packages.

"Prices in Territory A shall be not less than \$1.20 in wood and cotton and 95 cents in paper plus the Northampton all-rail rate with the following exceptions:

"(1) Greater New York within Lighterage Limits: \$1.53 in cotton and wood and \$1.28 in paper.

[fols. 1598-1600] "(2) Long Island outside Lighterage Limits of Greater New York: \$1.25 in cotton and wood, and \$1.00 in paper plus the Northampton all-rail rate.

"(3) The States of Virginia, North Carolina and South Carolina: No minimum prices, until minimum prices have been established therefor and notice thereof given as above provided.

"(4) Any party hereto shall be entitled to deliver Portland Cement made by it at a mill located in the Counties of Warren, Washington, Saratoga, Rensselaer, Albany, Schenectady, Schoharie, Green, Columbia and Ulster, in the State of New York, at a price three cents (3¢) per barrel less than the prices fixed for other licensees but only when such cement is delivered at points within the New England States or the State of New York where the freight rate on cement from such mill is twenty-five cents (25¢) or more per ton less than the freight rate from the nearest mill of a Licensee located in the Lehigh District, including the portion of said District lying in New Jersey. Such permitted reduction in price shall not apply to any Portland cement not manufactured in said Counties of the State of New York."

Schedule A, Paragraph 10, Subdivisions 5 & 7 to 21, Inclusive

No. 544

May 27th, 1910.

5. Steam Railroads

"The minimum price to Steam Railroads for cement for their own use, shall be as follows: These prices shall be governed by the following conditions as to deliveries and routing:

A.—To the nearest junction point from the mill of the Licensee to the road requesting prices, as determined by the routing instructions of the transportation road on which the mill of the Licensee is located.

B.—When the established tariff of a transportation line on which a mill of a Licensee is located authorizes a lower rate to a regular junction point other than the nearest junction point determined according to Clause "A" hereof, then the delivery [fol. 1601] may be made at the junction point taking the lowest rate of transportation from the mill of the said Licensee.

In all other cases, i. e., junction points not specifically mentioned and Railroads not specifically mentioned, the minimum price shall be the price given in the list of Delivery Points and Minimum Prices at or to the nearest junction point with the said railroad from the mill of Licensee to the road requesting prices and via which the cement is to move except that it will be permissible for a Licensee to issue quotations or sell any railroad for delivery at any place of consumption on the line of the railroad requesting prices provided, however, that in all such cases the price to be quoted and the price at which the cement shall be sold and invoiced shall be not less than the price given in the list of Delivery Points and Minimum Prices at the said point or points of consumption.

Road	Point of delivery	Minimum price per barrel
Baltimore & Ohio R. R.		
	Park Junction.....	\$1.37
Central R. R. of New Jersey.		
	Allentown.....	1.15
	Bethlehem.....	1.15
	Hokendauqua.....	1.15
	Northampton Junction.....	1.15
	Phillipsburg.....	1.15
	Siegfried.....	1.15
	Vulcanite.....	1.15
Delaware & Hudson R. R.		
	Glens Falls.....	1.31
	Wilkes-Barre.....	1.28
Delaware, Lackawanna & Western R. R.		
	Bath.....	1.15
	Bath Junction.....	1.15
	Belfast Junction.....	1.15
	Martins Creek.....	1.15
	Nazareth.....	1.15
	New Village.....	1.15
	Phillipsburg.....	1.15
Erie Railroad.		
	Bergen Junction.....	1.31
	Jersey City.....	1.31
	Hainesburg Junction.....	1.29
	Charlottesville Junction....	1.43
	Branchville Junction.....	1.42
	Sparta Junction.....	1.42
	Franklin Junction.....	1.42
	Greycourt, N. Y.....	1.50
	Plains Junction, Pa.....	1.40
	Carbondale.....	1.47

[The balance of this Exhibit, which contains one hundred and fourteen (114) pages not printed by consent.]

[fol. 1602]

Govt. Ex. No. 551

September 12, 1912.

DEAR MR. BEACH: May I have the pleasure of your company at dinner at the Knickerbocker Hotel, Parlor B, Thursday evening, September 26th, at 7:30 o'clock.

For some time I have hoped for an opportunity to become better acquainted with the men who are interested in the welfare of the cement industry in the East, and I hope no previous engagement will prevent my having the pleasure of seeing you on the date above mentioned.

Yours very truly, John R. Morron.

P. S.—Please let me hear from you at your early convenience.
Mr. W. N. Beach, 29 Broadway, New York City.

[fol. 1602½]

Govt. Ex. No. 552

Pennsylvania Cement Company,
29 Broadway, New York

September 16, 1912.

Mr. John R. Morron, Pres. Atlas Portland Cement Co., 30 Broad Street, New York City.

DEAR MR. MORRON: I am in receipt of your letter of the 12th inst., and regret to advise you that I will be unable to accept your kind invitation, as I expect to leave town the end of this week on my vacation. Our Vice President, Mr. J. W. Alker, however, will be there.

Regretting my inability to be present, I am

Yours very truly, W. N. Beach, President.

[fol. 1603]

Govt. Ex. No. 553

To save time, it is agreed, subject to all objections to materiality, relevancy and all other objections not expressly waived by the admission, as follows:

That the book produced herewith constitutes the minutes of the so-called Eastern Cement Association, the paper marked "A" is a copy of the plan referred to in the minutes of the first meeting, and the paper marked "B" is a copy of the Eddy Plan, prepared by Mr. Arthur J. Eddy and referred to in the minutes of subsequent meetings.

The opinion referred to in the minutes of the last meeting, was to the effect indicated by the following extracts therefrom: "During the three months or so of the existence of the Eastern Cement Asso-

ciation, its attention has been directed chiefly towards considering various plans or programs and it has actually done very little. * * * It is plainly desirable now to decide definitely what course is to be followed, and that is understood to be the purpose of this meeting. * * * If the Association prefers to look at the situation not from the point of view of what cannot lead to the trouble of a defense, but from the point of view of what can be vindicated in court, then it may go ahead and put in operation the best of the plans or programs that has been suggested." But the continuance [fol. 1603½] of the Association may result in "misconception followed perhaps by the trouble and expense of defending proceedings. My understanding is that the benefits of the Association are not sufficiently great to outweigh that, and I accordingly defer comment upon any of the plans or programs for the Association, until you consider and decide whether it is wise at present to have any Association at all."

April 22nd, 1922.

[fol. 1604]

GOVT. EX. No. 554

Minutes

On Thursday, November 7th, 1912, at 11:00 o'clock A. M. at the Hotel Astor in New York City, the following gentlemen assembled for the purpose of deciding on the advisability of forming an Association of Cement Manufacturers having plants located in the East.

Call for this meeting having been sent out by John B. Lober, Esq., Chairman of a Committee, which had previously been appointed to determine the advisability of such a step.

There were present the following:

- J. W. Fuller, R. S. Weaver representing the Allentown P. C. Co.
- A. F. Gerstell, J. B. Wight representing the Alpha P. C. Co.
- R. S. Sinclair, W. P. Corbett representing the Alsen's Am. P. C. Wks.
- R. W. Lesley representing the American C. Co. of N. J.
- John R. Morron, A. de Navarro, W. A. Holman, representing the Atlas P. C. Co.
- B. F. Stradley representing the Bath P. C. Co.
- M. E. Calkins representing the Cayuga Lake C. Co.
- F. L. Loeb, C. H. Breerwood representing the Coplay C. Mfg. Co.
- [fol. 1604½] Joseph Brobston, R. W. Hilles representing the Dexter P. C. Co.
- W. S. Mallory representing the Edison P. C. Co.
- George F. Bayle representing the Glens Falls P. C. Co.
- T. H. Dumary representing the Helderberg C. Co.
- S. H. Bassett representing the Knickerbocker P. C. Co.
- M. S. Ackerman, L. V. Clark representing the Lawrence P. C. Co.
- E. M. Young, H. C. Trexler representing the Lehigh P. C. Co.
- A. W. Paige, J. A. Horner representing the Nazareth C. Co.

R. E. Griffith representing the Norfolk P. C. Cor.

W. E. Erdell representing the Penn-Allen C. Co.

W. N. Beach, J. W. Alker representing the Pennsylvania C. Co.

J. W. Walker, H. M. Fetter representing the Phœnix P. C. Co.

A. W. Paige, Charles Warner representing the Security C. & Lime Co.

E. R. Stapleton representing the Tidewater P. C. Co.

R. W. Kelley representing the Virginia P. C. Co.

J. B. Lober, Albert Moyer representing the Vulcanite P. C. Co.

W. H. Harding, W. C. Kent, C. P. Robinson representing the Whitehall C. Mfg. Co.

Col. Trexler nominated Mr. A. F. Gerstell as temporary Chairman of the meeting. Mr. Fuller nominated Joseph Brobston as temporary Secretary of the meeting. Col. Trexler put the motion and Messrs. Gerstell and Brobston were elected temporary Chairman and Secretary of the meeting.

The roll was then called and the gentlemen named above responded to the roll call. It was stated by the Chairman that all of the Companies who had been requested to attend the meeting were represented except the Northampton Portland Cement Company and the Wayland Portland Cement Company. The meeting was advised that the Wayland Portland Cement Company had gone out of business and that proceedings for the appointment of a Receiver had been started against the Northampton which probably accounted for their not being present.

The Chairman then requested Mr. Lober to present the report of the Committee. Mr. Lober briefly outlined the reasons for presenting the plan for the information of an Association and presented the report of his Committee, which was duly read.

The following changes were incorporated in the plan, on motion duly made and seconded. For Committee on Publicity it was decided to substitute "Uses and New Uses of Cement." The words "forms for" were inserted before the words "uniform contracts" in the first line under the paragraph headed "On Trade Conditions." The number of members in the Executive Committee, in addition to the officers, was increased from four to six.

It was provided that the Fiscal Year should start on the first of November instead of the first of January and that dues should be [fol. 1605½] payable quarterly in advance on the first day of November, February, May and August instead of the 1st day of January, April, July and October.

After incorporation of the changes outlined above in the report of the Committee, Mr. Bayle moved that the plan for the formation of the Association as presented and amended, and the Constitution and By-Laws as presented and amended by the Committee be adopted, this motion was duly seconded.

The Chair stated that in voting on this question the members should understand that in voting in favor of the adoption of the report they were voting for the formation of the Association and for the adoption of the Constitution and By-Laws presented, and that an affirmative vote would signify the intention of the Company

voting affirmatively to join the Association. A vote was then taken and all of the Companies represented votes in favor of the motion. The Chair stated that as the vote had been unanimously in favor of the formation of the Association, the next thing to be done was to appoint a nominating Committee for the purpose of selecting officers to serve for the ensuing year and he therefore appointed Messrs. Trexler, Fuller, and Erdell as a Committee to report nominations immediately after luncheon. On motion, duly made and seconded, the meeting then adjourned until 2:00 o'clock P. M.

At 2:00 o'clock P. M. the meeting reconvened and Col. Trexler presented the following list of nominations:

President, John R. Morron.

Vice-President, W. S. Mallory.

[fol. 1606] Treasurer, Joseph Brobston.

Executive Committee, Messrs. Gerstell, Lober, Harding, Young, Dumary and Paige.

There being no further nominations, the Secretary was, on motion duly made and seconded, directed to cast a ballot for the nominees. The Secretary reported having cast the ballot for the nominees and the Chairman announced that the following had been elected officers to serve for the ensuing year:

Mr. John R. Morron, President, Mr. W. S. Mallory, Vice-President, Mr. Joseph Brobston, Treasurer; and Messrs. Gerstell, Lober, Harding, Young, Dumary and Paige on the Executive Committee.

Mr. Morron then took the chair. The President made a short address on the subject of the purpose of the formation of the Association, and on motion duly made and seconded, the meeting adjourned.

— — —, Sec'y pro Tem.

Minutes of the First Executive Committee Meeting

The first meeting of the Executive Committee of the Eastern Cement Association was held this 7th day of November, 1912, at 3:00 o'clock P. M. at the Hotel Astor. There were present all of the members of the Executive Committee. The President presided.

Mr. Mallory inquired whether Sales Companies handling the entire output of plants—members of the Association—were supposed [fol. 1606½] to be eligible to membership. It was the unanimous opinion of the Executive Committee that they were not and that the intention was to limit the membership to Manufacturing Companies only.

Mr. Brobston inquired whether if this were the case it would be the policy of the Association to have present at the meetings, the Sales Managers of the Sales Companies handling the entire output of members of the Association. After some discussion the Executive Committee decided that the representation at meetings of the Eastern Cement Association should be confined to Executive Officers only of the Companies who are members of the Association.

The President stated that he would prefer to defer the appointment of the Committees until he had an opportunity of going into the matter more thoroughly.

On motion duly made and seconded, the date for the next meeting was fixed for Tuesday, December 3rd, 1912, at 12:00 o'clock noon at the Hotel Astor, and the Secretary was instructed to send out notices promptly. The meeting of the Executive Committee was fixed at the same date and place but at 11:00 o'clock A. M.

The Secretary was directed to send to each member of the Executive Committee a list of the representatives of the various Companies present at the meeting to day and a list of the Committees to be appointed.

The Treasurer was instructed to issue bills for the first quarterly payment.

It was moved by Mr. Harding, seconded by Mr. Young, [fol. 1607] that the Nazareth National Bank be designated as the depository of the Eastern Cement Association.

The question of the appointment of a Secretary was brought before the Board and the various members of the Committee were requested to see if they could not, within a short time, suggest a suitable person for the office.

There being no further business the meeting adjourned.

— — —, Sec'y pro tem.

The monthly meeting of the Executive Committee of the Eastern Cement Association was held this 3rd day of December, 1912, at 11:00 o'clock A. M. There were present Messrs. Morron, Mallory, Young, Gerstell, Dumary, Paige, Lober and Brobston of the Committee and Mr. Kent representing Mr. W. H. Harding.

Mr. Cox of Counsel was also present. Mr. Arthur J. Eddy was present by invitation and explained to members of the Committee the operation of the "Eddy Plan" and answered all questions put to him by members of the Committee and Mr. Cox on same.

It was decided to advise the members of the Association that the question of the adoption of the Eddy Plan, or one similar thereto, was being considered by the Executive Committee and would be taken up further.

A list of the Committees was presented by Mr. Morron.

There being no further business, the meeting adjourned at 1:00 o'clock P. M.

— — —, Sec'y pro tem.

[1607½] Meeting of the Eastern Cement Association Held at the Hotel Astor December 3d, 1912, at 12 o'clock Noon

Present:

J. W. Fuller and R. S. Weaver, representing the Allentown;
A. F. Gerstell, representing the Alpha;
R. S. Sinclair and W. P. Corbett, representing the Alsen's;
R. W. Lesley, representing the American;
John R. Morron, W. A. Holman, representing the Atlas;
B. F. Stradley, representing the Bath;
M. E. Calkins, representing the Cayuga;

C. H. Breerwood, representing the Coplay;
 John A. Miller and Joseph Brobston, representing the Dexter;
 W. S. Mallory, representing the Edison;
 Geo. F. Bayle, representing the Glens Falls;
 T. Henry Dumary, representing the Helderberg;
 E. M. Young, representing the Lehigh;
 A. W. Paige and J. A. Horner, representing the Nazareth;
 R. E. Griffith, representing the Norfolk;
 W. E. Erdell, representing the Penn Allen;
 W. N. Beach and J. W. Alker, representing the Penna;
 Loring A. Cover, representing the Security;
 E. R. Stapleton, representing the Tidewater;
 [fol. 1608] H. M. Fetter, holding proxy for R. W. Kelley, representing the Virginia;
 J. B. Lober, representing the Vulcanite;
 W. C. Kent, representing the Whitehall;
 J. W. Walker, representing the Phoenix.

The names of the Chairmen and members of the committees appointed by the Executive Committee were read.

The President stated that the Executive Committee had under consideration suggestions that had been made looking towards the adoption by the Association of a plan discussed in a recent book involving complete publicity of all dealings of manufacturers but were not ready to take any action or make any recommendation in that regard.

The meeting was then opened to general discussion and several members spoke concerning their experiences with, and views concerning the advantages and disadvantages of, different practices relating to making contracts for yearly requirements, allowing commissions to dealers under various circumstances, holding tested cement, making contracts guaranteeing purchasers against decline in the market, and specific job contracts taken through dealers.

At the close of this general discussion, the meeting adjourned.

A Special Meeting of the Executive Committee of the Eastern Cement Association was held at the Recess Club this 27th day of December, 1912, at 1 o'clock P. M.

[fol. 1608½] There were present Messrs. Morron, Young, Dumary, Paige, Harding, Mallory and Brobston of the Committee and Mr. Cox of counsel and Mr. Holman by invitation.

Various changes in Committees were authorized and the Secretary was instructed to send lists of Committees as they now stand to each Company.

Mr. Cox of counsel stated that he thought that there was some legal objection to the Eddy Plan in its entirety and some serious objections from a legal point of view to the present Constitution and By-Laws of the Association. He was requested to draw up a Constitution and By-Laws and a Reporting Plan, eliminating these objections, for submission to the next meeting of the Association.

Mr. Young read some suggestions as to report on the Trades Conditions Committee, which were discussed, and it was decided to pre-

sent same at the meeting of the Executive Committee on January 7th, 1913.

There being no further business, the meeting adjourned.

— — —, Sec'y pro Tem.

A regular monthly meeting of the Executive Committee of the Eastern Cement Association was held this 7th day of January, 1913, at 11:00 o'clock A. M., at the Hotel Astor.

There were present, Messrs. Morron, Young, Dumary, Paige, Harding, Lober and Brobston of the Committee, and Messrs. Swett, Holman and Moyer by invitation.

[fol. 1609] Mr. Cox, counsel of the Association, was also present.

It was, on motion duly made, seconded and carried, it was:

Resolved, that Mr. J. W. Kittrell be employed to act as Secretary for the Association at a salary at the rate of \$6,000.00 per year, with the understanding that the minimum period of employment was to be three months.

A proposed form of Constitution and By-Laws was presented which had been drawn up by Mr. Cox, and on motion duly made, seconded and carried, it was:

Resolved, that same be referred to the Association meeting with the recommendation that they be accepted instead of the present Constitution and By-Laws.

Two reports were presented by the Trades Conditions Committee, which were read and discussed, and it was, on motion duly made, seconded and carried:

Resolved, to submit them to the general meeting without any recommendation.

It was, on motion duly made, seconded and carried:

Resolved, that the President notify Mr. Eddy that it was decided not to adopt his proposed plan.

There being no further business, the Executive Committee adjourned at 1:30 P. M.

— — —, Secretary pro Tem.

[fol. 1609½] Meeting of the Eastern Cement Association Held at the Hotel Astor January 7th, 1913, at 1:30 o'clock p. m.

Present:

J. W. Fuller and R. S. Weaver, representing the Allentown;
 A. F. Gerstell, representing the Alpha;
 W. P. Corbett, representing the Alsen's;
 R. W. Lesley, representing the American;
 John R. Morron, W. A. Holman, A. de Navarro, representing the Atlas;
 B. F. Stradley, representing the Bath;
 M. E. Calkins, representing the Cayuga;
 C. H. Breerwood, representing the Coplay;
 Joseph Brobston, representing the Dexter;

W. S. Mallory, representing the Edison;
 George F. Bayle, representing the Glens Falls;
 T. H. Dumary, representing the Helderberg;
 E. M. Young and Mr. Swett, representing the Lehigh;
 A. W. Paige and J. A. Horner, representing the Nazareth;
 R. E. Griffith, representing the Norfolk;
 W. E. Erdell and Mr. Yeager, representing the Penn-Allen;
 W. N. Beach and J. W. Alker, representing the Pennsylvania;
 Charles Warner and L. A. Cover, representing the Security;
 R. W. Kelley, representing the Virginia;
 [fol. 1610] John B. Lober and Albert Moyer, representing the
 Vulcanite;

W. H. Harding and W. C. Kent, representing the Whitehall;
 The appointment by the Executive Committee of Mr. J. W. Kittrell as Secretary was reported.

A proposed form of Constitution and By-Laws was presented by the Executive Committee and read. After discussion, upon motion duly made, seconded and carried, it was:

Unanimously Resolved that the Constitution and by-Laws presented by the Executive Committee be and the same hereby are adopted as read in lieu of the present Constitution and By-Laws, which are hereby cancelled and annulled.

The Constitution and By-Laws thus adopted are as follows:

[fol. 1610½] Eastern Cement Association

Constitution

Article I

Name

The name of the association shall be Eastern Cement Association.

Article II

Members

Section 1. Any corporation, firm or individual engaged in the manufacture of Portland cement in the States of New Jersey, Eastern Pennsylvania, New York, Maryland and Virginia, is eligible for membership.

The geographical limits thus specified are designed to include the territory wherein are located those plants now in operation which are substantially similarly situated with respect to character of raw material used, certain freight rates, foreign markets and otherwise; and in the event of the construction hereafter of plants which, while not within the precise geographical limits specified, are so situated as to share in the common interests of the members, the manufacturers operating such plants shall be eligible for membership.

Section 2. Any corporation, firm or individual eligible for membership [fol. 1611] may become a member of the Association upon being proposed by two members and elected by a majority of the Executive Committee.

Section 3. Any member may resign at any time upon first discharging any indebtedness to the Association.

Section 4. Applications for membership and resignations from membership must be transmitted in writing to the Secretary.

Section 5. Any member may be expelled for failure to pay any assessment within thirty days after payment is due or for failure to conform to the Constitution and By-Laws of the Association by the vote, expressed by secret or open ballot, of two-thirds of the members of the Association, provided two weeks' notice of the proposed action and an opportunity to be heard shall have first been given.

Article III

Objects

The objects of the Association are to foster, develop and increase the industry and safeguard and promote the common interests of the members by acting as a representative organization in matters affecting all in common and by obtaining and disseminating such increased knowledge and information concerning all things connected with the manufacture and sale of cement that each manufacturer, [fol. 1611½] while being absolutely free to conduct his business as he pleases in every respect and particular, may be enabled to conduct it more intelligently and efficiently and with greater satisfaction to himself and the public; and, in furtherance thereof:

(a) To investigate, study and deal with the many traffic questions which arise from time to time, including freight rates not only on cement but on supplies of coal, limestone and the like, by maintaining a traffic bureau, by representing the common interests of the members before Government Commissions and others having control over freight rates, or otherwise, as may from time to time appear desirable.

(b) To investigate, study and deal with questions affecting the industry presented by actual or proposed laws, ordinances, building codes, and regulations affecting the use of cement, and, when desirable, to represent the industry at hearings, conduct tests, and do all things necessary to protect the common interests in such matters.

(c) To investigate conditions in the market of countries which import cement, methods of shipments thereto, and means of introducing and popularizing American cement therein, to obtain and make available all information facilitating export shipments, and otherwise to promote the export trade, there being large markets

naturally within reach of members of the Association that have not been developed by American manufacturers because the burden of [fol. 1612] proper investigation and exploitation has been too great to be borne by any manufacturer alone.

(d) To promote the use of cement in new ways and for new purposes by studying and developing applications of the product and directing attention thereto by publications and otherwise, it being the belief of those engaged in the industry that immense new markets for the product can be thus created.

(e) To develop and investigate new processes, machines, inventions and patents applicable to any of the various stages of manufacture or packaging of cement or connected therewith with a view to perfecting the product and decreasing its cost.

(f) To investigate and study the various matters connected with the welfare and efficiency of employes, including insuring and pensioning employes, the introduction of sanitary and hygienic measures, the prevention of accidents and like matters, and to deal with such matters as may appear desirable by employing an expert inspector to visit the plants of the members and make proper recommendations and otherwise.

(g) To bring together for the benefit of each member, by papers, reports and discussions, the experiences of the other members in connection with matters and problems of common importance arising from time to time and to investigate and study such matters directly and through competent persons employed for the purpose,

[fol. 1612½] (h) To obtain and make available accurate and complete statistical information concerning the manufacture and sale of cement, including correct statistics regarding the capacities and outputs of all plants engaged in the manufacture of cement, together with periodical reports regarding outputs, shipments, orders and prices, and accurate information concerning labor conditions, material markets, supply markets and all conditions affecting the industry generally, to the end that each member may have in the most accurate and complete form possible all the data desirable for the most intelligent and efficient conduct of his business. In this connection it is one of the objects of the Association ultimately to make the information gathered official in character and publish statistical results for the information of the public generally.

(i) To investigate, study and endeavor to develop a scientific and accurate system of cost accounting, to the end that each member may know accurately the cost of his product and the particulars in which such cost may be reduced. It is not contemplated that the Association shall seek to have disclosed the actual cost of any member or to impose upon any member any cost system, the sole object being to obtain, if possible, a scientific and accurate system of cost

accounting which shall enable each manufacturer to learn for himself what his product actually costs him.

(j) To aid in the development and maintenance of high and uniform standards in the manufacture of cement and deal with the [fol. 1613] matter of the certification of cement, to the end that customers may be guaranteed the character and quality of cement purchased.

(k) To bring about, in so far as it can be accomplished by the educational influence of experience, investigation and study, the correction of unfair and pernicious practices in the trade and in this connection to work out, as far as practicable, standard forms of contracts with dealers and consumers which shall be fair and satisfactory to the trade and to the public and to devise and recommend to purchasers and customers more uniform methods of dealing with packages, particularly in connection with the return of sacks, to the end that all buyers may be placed upon a nearly equal footing in these respects and secret and demoralizing practises eliminated.

Article IV

Meetings

Section 1. The regular meetings of the Association shall be held on the first Tuesday after the first Monday of each month, or at such dates and places as the Executive Committee shall name.

Due notice of meetings shall be sent to each member at least ten days in advance.

Section 2. A majority of the members, when present at any meeting, shall constitute a quorum. Each membership shall have one vote.

[fol. 1613½] Section 3. The meeting held in the month of November of each year shall be the Annual Meeting of the Association.

Article V

Officers and Committees

Section 1. The officers shall be a President, Vice-President, Secretary, and Treasurer.

Section 2. All officers, except the Secretary, shall be elected at the Annual Meeting by the majority of the votes of those present and shall hold office for one year or until their successors have been duly elected.

The Secretary shall be appointed by the Executive Committee and may receive a salary, fixed by the Executive Committee.

Section 3. The Executive Committee shall consist of the President, Vice-President, and Treasurer, and six members, to be elected at

each Annual Meeting by the majority of the votes of those present.

A majority of the Committee shall constitute a quorum.

Section 4. The Executive Committee shall have power to call meetings whenever deemed advisable, to fill any vacancy occurring in its number by death, resignation or otherwise, to appoint committees and additional officers, and to employ such persons, incur such [fol. 1614] other indebtedness, and fix such assessments as may appear to it necessary to carry out the objects of the Association.

Article VI

Amendments

This Constitution may be amended as follows: All proposed amendments must be in writing, signed by at least three members, and presented to the Executive Committee at least two weeks before the next meeting of the Association. In the notices of this meeting the proposed amendment or amendments shall be presented. At the meeting the proposed amendment or amendments may be discussed or amended. They shall then be sent out to letter-ballot. If two-thirds of the total membership shall by letter-ballot vote in favor of the amendment or amendments, it or they shall be adopted.

Article VII

Freedom of Trade.

No member of the Association shall enter into any arrangement, agreement or understanding of any nature or kind whatsoever the object of which is to restrain trade, limit competition, or accomplish any purpose contrary to the spirit or letter of the law or contrary to the objects of the Association as set forth in this Constitution.

[fol. 1614½]

Article VIII

Publicity

All records of the Association, its files, correspondence and papers and its meetings shall be open at all times to any public official who, in the performance of his duties, is legally authorized to investigate or inquire into the workings of the Association, a fundamental object of the Association being complete frankness and openness in all dealings among members and in all dealings with customers and the public.

By-Laws

Section 1. President.—It shall be the duty of the President to preside at all meetings of the Association and of the Executive Committee, to appoint all committees not otherwise provided for, and in

case of the equal division of the members on any question to cast the deciding vote. He shall also have power to call the Executive Committee together at such time and place as he may select and upon the written request of five members he shall be required to call a special meeting of the Association.

He shall see to the enforcement of the provisions of the Constitution and By-Laws and shall carry into execution all resolutions of the Association and of the Executive Committee.

[fol. 1615] Section 2. Vice-President.—It shall be the duty of the Vice-President to perform the duties of the President in the absence of the latter.

Section 3. Treasurer.—It shall be the duty of the Treasurer to collect and *and* receive all moneys of the Association and to deposit the same in a depository to be designated by the Executive Committee, to pay all orders for money when countersigned by the Secretary and approved by the President or Vice-President, and preserve vouchers for all payments so made. He shall keep proper books of account, which shall be open at all times to the inspection of the Executive Committee, and at the close of his term of office he shall deliver to his successor all moneys, books, papers, and other valuables belonging to the Association which shall be in his custody or possession.

Section 4. Secretary.—It shall be the duty of the Secretary to keep a careful record of all the transactions of the Association and of the Executive Committee, to give notice of all meetings of the Association and of the Executive Committee, to examine all bills and countersign all orders on the Treasurer, to conduct the correspondence of the Association, to collect statistics and information contemplated in the Constitution, and to perform such other duties as may be assigned to his office by the Executive Committee.

Section 5. Executive Committee.—The Executive Committee shall [fol. 1615½] have the management of the affairs of the Association. It shall fix the dates and amounts of assessments, the compensation and terms of employment of all persons performing services for the Association and provide for such other expenditures as may be necessary.

Section 6. Voting Power.—At all meetings, each membership shall have one vote. Members may be represented at any meeting by authorized delegates, who shall be entitled to full rights and privileges of the members they represent, but only one vote shall be cast on behalf of each member.

Section 7. Meetings.—The Association shall meet monthly, the time and place of each meeting to be fixed by the Executive Committee. Special meetings may be called whenever the Executive Committee shall deem it necessary or upon request of five members. A majority of all the members shall constitute a quorum. The order of business shall be as follows:

1. Roll call;
2. Reading of Minutes of last meeting;
3. Election of new members;
4. Reports;
5. Unfinished business;
6. New business;
7. Election of officers.

Section 8. Regular Committees.—The following committees will be appointed by the Executive Committee:

- [fol. 1616] Committee on Statistics;
 Committee on Use and New Uses;
 Traffic Committee;
 Committee on Trade Conditions;
 Committee on Export Trade;
 Committee on Packages and Standardization;
 Committee on Welfare of Employees.

Section 9. Amendments to By-Laws.—Amendment to these By-Laws may be proposed at any regular or special meeting of the Association, provided it has been presented to the Executive Committee, signed by three members, and copies sent to each member of the Association in the notices of the meeting, and such proposed amendment may be discussed at such meeting and adopted by a two-thirds vote of those present.

A report setting forth statistical information was read by Mr. Mallory, who referred to difficulties in obtaining some old statistics, and upon motion duly made, second- and carried, it was:

Resolved, that the Secretary request each manufacturer (whether a member of the Association or not) to furnish the statistics needed by the Committee on Statistics.

A committee of seven was appointed to examine the matter of a reporting plan and to report to the Executive Committee. The committee appointed was as follows: Mr. Young, Mr. Gerstell, Mr. [fol. 1616½] Fuller, Mr. Beach, Mr. Brobston, Mr. Corbett, Mr. Holman.

The matter of concrete roads was taken up and considered, it being pointed out that the specifications in the Middle States were now being drawn up, and the advisability of action if those specifications are to permit the use of concrete roads was referred to. It was suggested that committees be appointed consisting of two members of the Association, two dealers in each State, and one concrete road expert, making committees of five, to take up the matter with the Highway Commissioners of the various States. After discussion, the matter was referred to the Committee on Uses and New Uses, with the understanding that the committees agreed upon by that Committee would be appointed. Two reports from the Committee

on Trade Practices were read, setting forth various practices which have been followed in reference to manufacturers giving commissions to dealers, and the matters covered by the report were discussed by various members.

At the close of this discussion, the meeting adjourned.

[fol. 1617] Meeting of the Executive Committee February 4, 1913

The regular monthly meeting of the Executive Committee was held at the Hotel Astor on February 4, 1913, at 11:00 A. M.

The Vice-President, Mr. Mallory, presided.

There were present Mr. Mallory, Mr. Brobston, Mr. Dumary, Mr. Paige, Mr. Lober, Mr. Holman representing Mr. Morron, Mr. Young, Mr. Gerstell and Mr. Cox of counsel.

The minutes of the last meeting were read and approved.

The Committee on Trade Conditions, Mr. Young, Chairman, made a report as to trade practices followed by different Cement manufacturers in selling dealers and consumers.

The Committee on Traffic, Mr. Gerstell, Chairman, reported the result of a traffic conference held at 143 Liberty Street January 28, regarding the rail and lake tariff and certain inequalities in rates from various districts to points in New England and Northern New York.

The Committee on Packages, Mr. Stapleton, Chairman, presented a report, dated February 4th, dealing with the practice of the United States government in refusing to allow the price of bags to be included in the invoices for Cement shipped on government contracts. The Secretary was instructed to send a copy of this report to each member of the Association.

The Committee on Uses and New Uses, Mr. Moyer, Chairman, [fol. 1617½] made a verbal report that this Committee was now concentrating on concrete road construction and gave the results of several recent meetings with the Highway Departments of several states. Mr Lober suggested that the Association employ a Road Engineer (or Engineers) to devote his whole time to this subject in the interest of the Eastern Cement Association. Mr Gerstell suggested that it might be advantageous to have the National Association deal with this question and employ as many additional engineers as seemed desirable. On motion of Mr. Young, it was decided that a committee of three be appointed to confer with the National Association and decide whether it seemed best to have this body or the Eastern Association employ the additional Engineers. The Chair appointed Mr. Holman, Mr. Young and Mr. Gerstell on this Committee with Mr. Holman as Chairman.

The Committee on Statistics, Mr. Mallory, Chairman, brought up the question whether statistics of production, shipments and stocks on hand should be issued in detail for each mill or whether totals only should be sent out as is done in the National Association. It was decided to divide the territory into three districts—No. 1, Eastern Pennsylvania and New Jersey; No. 2, New York State;

No. 3, Maryland and Virginia and that only totals should be reported, the details to be held by the Secretary in confidence and not to be divulged except by order of the Executive Committee.

Mr. Young, Chairman of the Special Committee of Seven, appointed at the last meeting to consider a Reporting Plan, made a [fol. 1618] verbal statement that the Committee had not yet been able to work out a satisfactory plan, but expected to be able to do so in time to recommend such a plan at the next meeting. Mr. Paige asked that this report, if possible, be sent to members of the Executive Committee in time for consideration before the next meeting so that members might come prepared to discuss it.

There were no other Committee reports. All of the above Committee reports were ordered presented to the next general meeting of the Association.

Mr. Mallory suggested that it might be well to consider inviting consumers of Cement to the meeting of the Association and in the discussion Mr. Cox pointed out that this could be done under the last clause of the Constitution relating to Publicity.

The Chairman requested that meetings of the various Committees be held as far as practicable and convenient in the office of the Secretary or that the Secretary should attend such meetings, if possible, when held elsewhere.

The Executive Committee approved the action of the Secretary in leasing Room 1413 Thirty Church Street until April 30th, at the rate of Three Hundred Sixty Dollars per annum and authorized the expenditure by the Secretary of not to exceed Two Hundred Seventy-five Dollars for office furniture. The Secretary was also authorized to sign a telephone contract for One Thousand calls per year at Sixty-six Dollars per year, this contract to be executed for three months only if possible.

[fol. 1618½] Meeting of Traffic Committee, January 28, 1913

On the above date Mr. Harding, Mr. Coogan, Mr. Paulsen and Mr. Morris of the Traffic Committee met with Mr. Koons, Mr. Blood, Mr. Hubbell and other Railroad Traffic Managers to consider the question of the rail and lake tariff from the Eastern territory to Lake and Western points.

Mr. Koons made the statement that pressure was being brought to bear on Eastern Railroads to raise this rate to off-set certain adjustments that had been made between Eastern and Western freight rates and he asked for the views of the shippers interested.

The Cement Traffic Committee made the proposition to eliminate Cement from lake and rail tariffs and put into effect proportional rates to Buffalo, or, if this could not be done, an alternate proposition to agree on an advance to \$2.60 to Lake Michigan ports and \$3.00 to Lake Superior ports, providing the New York State and New England tariffs were at the same time adjusted satisfactorily to the Cement Committee. The Railroad Traffic Managers thought there would be no trouble at all in the matter of New England rates, but

Mr. Hubbell, of the New York Central Railroad, seemed inclined to magnify the difficulties in the way of adjusting the Northern New York rates. The Cement Committee, however, made no concession from their proposition as outlined above and Mr. Koons said that the Railroads would try to arrange the matter as suggested by the Cement Committee.

[fol. 1619]

February 4, 1913.

Eastern Cement Association, New York City, New York.

GENTLEMEN: At the last meeting your Committee on Trade Practices offered a brief report setting forth some of the practices followed by different cement manufacturers in dealing with the problem presented in preserving dealers' connections in various situations.

Since that report your Committee has made further investigations as to these practices and finds that certain manufacturers follow a practice which may be defined as follows:

Each of these manufacturers makes quotations to contractors for specific work requiring less than 7,500 barrels five cents above the manufacturer's minimum price.

On quantities of 7,500 barrels and over, where delivery can be made in carload lots, each of these manufacturers quotes direct to the contractor.

Manufacturers following this practice make the following exceptions where they quote direct:

United States Government,
Steam and electric railroads,

Manufacturing companies for construction work at their plants or for use in making the commodity which they manufacture where shipped in carload lots direct.

[fol. 1619½] Your Committee desires to supplement its earlier report by adding the practice above set forth.

Respectfully submitted, E. M. Young, Chairman Committee.

New York, February 4, 1913.

Mr. President and Members of the Eastern Portland Cement Mfgs. Assn.

GENTLEMEN: Your Committee on returned bags begs to report as follows:

It is the practice of the several departments of our general Government in asking for tenders for Portland Cement to require bidders to submit prices for bulk cement only, declining to pay for the bags until the close, or completion of the contract and then pay only for such bags as have not been returned, or to permit the value of the bag to be made a part of the price that the Government agrees to pay. This practice is unfair to the manufacturers and dealers in Portland Cement and is an attitude that no other consumer as-

sumes. In the opinion of your Committee the Association should endeavor to have the Government conform to the common practice of the trade and as a first step in that direction that the matter should be taken up with the various departments and suitable representation should be made of the unfairness of their attitude in the hope that the desired change can be brought about without the [fol. 1620] manufacturers being obliged to come in conflict with the Government on the question. Your Committee has under serious consideration the handling of returned bags either through a Clearing House, or otherwise, and hopes to be able to submit a definite plan for your consideration at our next regular meeting. To that end and in order to facilitate matters your Committee would highly appreciate having each member of this Association submit in writing to said Committee at the earliest possible date any suggestions or their views concerning this subject, so as to assist the Committee in forming a suitable recommendation.

Respectfully submitted, E. R. Stapleton, Chairman Committee.

Meeting of Eastern Cement Association Held at Hotel Astor, New York City, on February 4th, 1913, at 2:30 p. m.

In the absence of the President, Mr. Mallory acted as Chairman throughout the meeting.

The following were present:

J. W. Fuller, R. S. Weaver, Mr. Cope representing the Allentown;

A. F. Gerstell representing the Alpha;
 W. P. Corbett representing the Alsen's;
 R. E. Griffith representing the American;
 A. de Navarro, W. A. Holman representing the Atlas;
 [fol. 1620½] B. F. Stradley representing the Bath;
 M. E. Calkins representing the Cayuga Lake;
 F. L. Leob, C. H. Breerwood representing the Coplay;
 Joseph Brobston representing the Dexter;
 W. S. Mallory representing the Edison;
 T. H. Dumray representing the Helderberg;
 E. M. Young, Mr. Swett representing the Lehigh;
 A. W. Paige, J. A. Horner representing the Nazareth;
 R. E. Griffith representing the Norfolk;
 W. E. Erdell representing the Penn Allen;
 W. N. Beach, J. W. Alker representing the Pennsylvania;
 George W. Laub representing the Phoenix;
 Charles Warner representing the Security;
 E. R. Stapleton representing the Tidewater;
 H. M. Fetter representing the Virginia;
 John B. Lober, Albert Moyer representing the Vulcanite.

The Chairman reported that the Association had taken an office in the Hudson Terminal Building, No. 30 Church Street.

Mr. Moyer, of the Committee on Uses and New Uses, made an extended verbal report upon the work of the Committee in promot-

ing the use of concrete roads, giving the results of interviews with the Highway Commissions of Rhode Island, Connecticut, Maryland, Pennsylvania, New Jersey, and indicating the arrangements made as to similar work in Massachusetts, New Hampshire, Vermont and New York.

[fol. 1621] Mr. Gerstell made a statement concerning the work done in arranging with the officials of West Virginia to lay a concrete road at a prominent point in that State.

The report of the Committee on Packages, referring to the peculiar requirements of the United States Government in regard to packages, was read.

Mr. Young read a supplemental report from the Committee on Trade Practices.

The Chairman stated that the matter of statistics had been considered by the Executive Committee and it had been decided to deal with them merely as totals, as the National Association does, except that instead of making the totals in two districts, they would be made in three districts.

Mr. Gerstell, of the Committee on Traffic, made a statement concerning freight rates, pointing out that the rates from the Lehigh Valley to various points are very much higher than the rates from any other cement producing district and that some of the rates are one hundred and ninety per cent. per ton per mile higher than from the Universal Mills, and that the rates upon coal and limestone used by the cement mills in the Lehigh Valley are also unfair. This matter was discussed by several members, the views expressed being all to the effect that the matter is of the utmost importance and the Association should undertake to have these rates corrected.

There being no further business the meeting then adjourned.

— — —, Secretary.

[fol. 1621½] Special Meeting of the Executive Committee Held February 28, 1913, at the Recess Club at 12:30 p. m.

The meeting was called to order by the President, Mr. John R. Morron; in addition to the President there were present Messrs. W. S. Mallory, Joseph Brobston, John B. Lober, W. H. Harding, E. M. Young, T. H. Dumary, A. W. Paige, W. A. Holman, Archibald Cox of Counsel and J. W. Kittrell, Secretary.

Mr. Cox read an opinion recommending that the Association proceed no further, and upon motion duly made, seconded and unanimously carried, it was

Resolved that the Executive Committee unanimously recommend to the Association that it proceed no further, in view of the recommendations of Counsel filed herewith.

The roll call on the above resolution resulted as follows:

John R. Morron	voting	Aye.
W. S. Mallory	"	"
Joseph Brobston	"	"
John B. Lober	"	"
W. H. Harding	"	"
E. M. Young	"	"
T. H. Dumary	"	"
A. W. Paige	"	"

The Treasurer and Secretary were instructed to prepare a full statement of the unpaid obligations of the Association to be presented to the Executive Committee at the next regular meeting on Tuesday, March 4th.

There being no further business the meeting adjourned.

— — —, Secretary.

[fol. 1622] Regular Monthly Meeting of the Executive Committee held March 4, 1913, at the Railroad Club, 30 Church Street, New York City, at one p. m.

The meeting was called to order by the President, Mr. John R. Morron. The other members of the Committee present were Messrs. W. S. Mallory, Joseph Brobston, E. M. Young, W. H. Harding, John B. Lober, A. W. Paige, T. H. Dumary, Archibald Cox of Counsel and J. W. Kittrell, Secretary.

The minutes of the last meeting were read and approved.

The Treasurer reported that the total net liabilities of the Association on dissolution would be Three Thousand Dollars in excess of the amount on hand plus unpaid dues for current quarter.

On motion duly made, seconded and unanimously carried, the Treasurer was instructed to assess each Company of the Association One Hundred Seventy-five Dollars to liquidate all its obligations.

There being no further business the meeting then adjourned.

— — —, Secretary.

[fol. 1622½] Regular Monthly Meeting of the Eastern Cement Association Held at the Railroad Club, 30 Church Street, New York City, on March 4, 1913, at 2:30 p. m.

The meeting was called to order by the President Mr. John R. Morron. The following were present:

R. S. Weaver	representing	the Allentown;
Mr. Hennessey	representing	the Alpha;
Robert S. Sinclair,	W. P. Corbett	representing the Alsen's;
John R. Morron,	A. de Navarro,	W. A. Holman representing the
Atlas;		
B. F. Stradley	representing	the Bath;
M. E. Calkins	representing	the Cayuga;

F. L. Loeb, C. H. Breerwood representing the Coplay;
 Joseph Brobston representing the Dexter;
 W. S. Mallory representing the Edison;
 George F. Bayle representing the Glens Falls;
 T. H. Dumary representing the Helderberg;
 E. M. Young representing the Lehigh;
 A. W. Paige, J. A. Horner representing the Nazareth;
 R. E. Griffith representing the Norfolk;
 W. E. Erdell representing the Penn-Allen;
 W. N. Beach, J. W. Alker representing the Pennsylvania;
 J. W. Walker representing the Phoenix;
 Charles Warner, Charles Catlett representing the Security;
 John B. Lober, Albert Moyer representing the Vulcanite;
 [fol. 1623] W. H. Harding, W. C. Kent representing the Whitehall;

Archibal Cox of Counsel and J. W. Kittrell, Secretary.

By direction of the President the Secretary read the resolution adopted at the special meeting of the Executive Committee held February 28, 1913, as follows:

Resolved that the Executive Committee unanimously recommend to the Association that it proceed no further, in view of the recommendations of Counsel filed herewith.

Mr. Cox then read the opinion making the recommendations stated above.

On motion duly made, seconded and unanimously carried it was

Resolved that the Association be discontinued in accordance with the unanimous recommendation of the Executive Committee stated above.

There being no further business, the meeting adjourned.

— — —, Secretary.

[fol. 1623½] Suggested Plan for the Organization of an Association of Cement Manufacturers

It having been suggested that the interests of those engaged in the manufacture of Portland Cement in the Eastern part of the United States can be best conserved by the organization of an Association, the undersigned respectfully submit the following suggestions:

That an Association be formed having for its object the discussion of the various questions of interest to the industry arising from time to time and to exchange views as to the best methods of manufacturing, extending, developing and conducting the business and to do all things incidental and conducive to the attainment of the above objects.

That the Association be composed of corporations, firms or individuals engaged in the manufacture of Portland Cement in the States of New York, Eastern Pennsylvania, New Jersey, Maryland and Virginia.

That the Association maintain a central office in charge of a Secretary or Manager, in which office all records pertaining to statistics, contracts, etc. shall be filed.

That the By-Laws shall provide for the appointment of active Committees, among which shall be the following:

- Committee on Statistics.
- Committee on Publicity.
- [fol. 1624] Traffic Committee.
- Committee on Trade Conditions.
- Committee on Exports.
- Committee on Packages.
- Committee on Accident Prevention.

Committee on Statistics

This Committee to have charge of and arrange for complete records of production, shipments and stocks on hand, prepare estimates of the probable domestic and export consumption and keep the Executive Committee advised as to the probability of a surplus or shortage of Cement in the then immediate future.

Committee on Publicity

This Committee to have charge of a general publicity campaign for the purpose of developing the maximum demand in our home market for the product of our mills. The work of this Committee shall also include a general campaign to develop new uses for Cement and to educate the public in the numerous applications of this product to useful, ornamental and utilitarian purposes.

One of the great advantages of co-operation in a general publicity campaign, directed from one source is the saving in duplicating publicity material, as is now done. Under existing conditions, there are dealers and contractors who receive the same literature from several companies,—a considerable waste of money, both for the literature itself and postage.

[fol. 1624½] This Committee should devote a large part of its time and effort to a campaign of education in connection with the construction of concrete roads. These roads are successfully built and used in Wayne County, Michigan and elsewhere. By following intelligently the lead thus open to us, we can develop an immense new market for our product. The need of substantial and cheap roads, requiring a minimum of expense for maintenance, was never greater than at the present time. This type of road requires from 2,000 to 3,000 barrels of Cement per mile. If 1% of all the roads constructed each year in the United States were constructed of concrete, the annual consumption of Cement for this purpose would amount to over 5,000,000 barrels.

It is stated by the Government Bureau of Roads that the average cost of maintenance per mile per year of the macadam roads in the United States is from \$400 to \$860. Four years' experience at Detroit shows maintenance cost of concrete roads to be about \$10 a mile.

For this purpose the Association should maintain close relations

with the Association of American Portland Cement Manufacturers, employing the services of their engineers and using the valuable data on file in the office of that Association. This will greatly facilitate the work and minimize the expense.

Traffic Committee

This Committee to study and report upon the traffic problems of the home territory as compared with those of competitive districts. [fol. 1625] It should also study and handle questions relating to local freights, not only on Cement, but supplies of coal, limestone, etc.

Committee on Trade Conditions

This Committee to arrange for forms for uniform contracts with dealers and consumers. This will tend to promote the interests of the Cement industry and of the public. There is probably no one department of our business into which so many pernicious practices have crept as this. For instance, it is a common occurrence for buyers who have received quotations from a number of mills on a specific job, to inform these mills that they have lower quotations from other mills, for the purpose of obtaining lower prices. Nine times out of ten these statements are false and it is suggested that if the members of this Association would file with the Secretary copies of their quotations on specific jobs, these false statements could be detected and the manufacturers protected from the consequences of this practice.

The practice of selling dealers unlimited quantities of Cement for delivery throughout the year is also one that should be eliminated. These so-called sales are not in reality sales, but merely options, as the dealer promptly repudiates the contract if the market price declines and if it advances, demands every cent due him. Under existing conditions the manufacturer has no press. It is in the power of such an Association as is here suggested, to put a stop to this practice.

[fol. 1625½]

Committee on Exports

In what is known as the Lehigh District there is a capacity to produce largely in excess of the requirements of the natural market of that District and it is suggested that it would be wise to have this Committee devote its time and efforts to the building up of a larger export business by obtaining information regarding the requirements of the countries that are obliged to buy their supplies of Cement in foreign markets, the rates of freight and best methods of shipping, the most effective means of advertising our product in those countries and generally collecting and disseminating information that will enable us to successfully compete with England and Germany in the sales of our surplus.

7
9
9

Committee on Packages

This Committee to have referred to it all questions relating to the purchase and handling of cotton sacks, paper bags and the manufacture of barrels. At the present time there is more or less demoralization and loss due to the methods in vogue in connection with the return of and purchase of empty sacks. A uniform method of dealing with this question should be adopted.

Committee on Accident Prevention

This Committee should take up and carefully consider the subject of prevention of accidents. Some of the States in which members of the proposed Association are now operating have already [fol. 1626] passed compulsory compensation laws and undoubtedly all states in our home district will pass such laws in the near future.

Experience in Germany and England shows that such laws increase the cost of accidents to the employer and that the real solution of the problem, from the standpoint of the employer, lies in taking the necessary steps to prevent accidents.

This Committee should study how to minimize the number and severity of accidents to employees and how to reduce the cost of same to a minimum under the employer's liability laws. It is suggested that in this connection an expert inspector might be employed by the proposed Association to inspect the plants of the members and make recommendations as to the best means of reducing accidents and their cost to a minimum.

Following these suggestions, the undersigned submit herewith a draft of Constitution and By-laws for such an Association as is here outlined.

[fol. 1626½] Constitution and By-laws of the Eastern Cement Association

Constitution

1. The name of the Association shall be Eastern Cement Association.
2. The Association is formed for the purpose of discussing the various questions of interest to the industry arising from time to time, and to exchange views as to the best method of manufacturing, extending, developing and conducting the business, and to do all things incidental and conducive to the attainment of the above objects.
3. The Association has no Capital Stock, and the members thereof shall be composed of the subscribers and their associates and of such persons as may from time to time be admitted by vote in such manner and upon such requirements as may be prescribed by the By-laws. The Association shall, nevertheless, have power to exclude, expel or suspend members for just or legal cause subversive of the best inter-

ests and morals of the business and in such legal manner as may be ordained and directed by the By-laws.

[fol. 1627] 4. The By-laws of the Association shall be admitted and taken to be its laws subordinate to this Constitution and the Constitution of the United States; they shall be altered and amended as provided for by the By-laws themselves, and shall prescribe the powers and functions of the Executive Committee herein mentioned and those to be hereafter elected, the times and places of meetings of the Committee and this Association, the number of members who shall constitute a quorum at the meetings of the Association and of the Committees, the qualifications and manner of electing members, the manner of electing officers, and the powers and duties of such officers, and all others concerned, and all internal arrangements of the said Association.

5. Proposed amendments to the Constitution signed by at least three (3) members must be presented in writing to the Executive Committee at least two (2) weeks before the next meeting of the Association. In the notices of this meeting the proposed amendment or amendments shall be presented. At the meeting, the proposed amendment or amendments may be discussed and amended. They shall then be sent out to letter ballot. If two-thirds of the total membership as signified by letter ballot are in favor of the amendment or amendments, it or they shall be adopted.

[fol. 1627½]

By-Laws

Article I

Members

Section 1. Any corporation, firm or individual engaged in the manufacture of Portland Cement in the States of New Jersey, Eastern Pennsylvania, New York, Maryland and Virginia, is eligible for membership.

Section 2. Any corporation, firm or individual as above limited, can become a member of the Association upon being proposed by two members of the Association and being elected by a majority of the Executive Committee.

Section 3. Applications for membership and resignations from membership must be transmitted in writing to the Secretary.

Article II

Officers and Their Election

Section 1. The officers shall be a President, Vice-President, Secretary and Treasurer.

Section 2. These officers except the Secretary, shall be elected at the annual meeting and shall hold office for one year. The Secretary shall be appointed by the Executive Committee.

[fol. 1628] Section 3. The Executive Committee shall consist of the President, Vice President, Treasurer and six members to be elected at each annual meeting. A majority of the Committee shall constitute a quorum.

Section 4. The Secretary may receive a salary to be fixed by the Executive Committee.

Section 5. The President, Vice-President, Treasurer and members of the Executive Committee, elected under these By-Laws, shall serve for their respective terms to which they have been duly elected, or until their successors have been duly elected.

Section 6. The Executive Committee shall have the power to fill any vacancies occurring in their number by death, resignation or otherwise, and to appoint such committees and such other officers and employees as may be necessary to carry out the objects of this Association. They shall also fill vacancies in the general offices.

Section 7. At all meetings each membership shall have one vote.

Section 8. Except the Secretary, the election of officers and members of the Executive Committee shall be by ballot. The Executive Committee, before each annual meeting, shall appoint a Nominating Committee of three from the members of the Association, not members of its own body, whose duty it shall be to nominate a full list of officers. The list of nominations so made shall be submitted to the [fol. 1628½] membership not more than six (6) weeks nor less than three (3) weeks before the coming annual meeting.

Further nominations signed by at least five members may be submitted to the Secretary in writing at least two (2) weeks before the annual meeting, and such nominations shall also be submitted to the membership on the official ballot.

Article III

Duties of Officers

President

Section 1. It shall be the duty of the President to preside at all meetings of the Association and of the Executive Committee. He shall himself be ex-officio a member of all committees. He shall sign all orders on the Treasurer for the payment of money; he shall see to the enforcement of the By-Laws, and shall carry into execution all resolutions of the Association and of the Executive Committee.

Vice-President

Section 2. The Vice-President shall, in the event of the death, resignation, disability or absence of the President, perform all the duties of said officer.

[fol. 1629]

Secretary

Section 3. It shall be the duty of the Secretary to give notice of all meetings of the Association and of the Executive Committee; to keep a record of all proceedings had at such meetings; to preserve all communications received by him pertaining to the affairs of the Association; to draw and attest all orders on the Treasurer; to keep a roll of the members of the Association; and to perform such other duties as usually pertain to the office of Secretary or as the Association or Executive Committee may require.

Treasurer

Section 4. The Treasurer shall receive and collect the dues of the members and all other moneys otherwise belonging to the Association, and shall deposit the same in a depository to be designated by the Executive Committee. He shall pay out such moneys only upon the order of the President, attested by the Secretary, and shall preserve the proper vouchers for all payments so made. He shall keep proper books of account, which shall be open at all times to the inspection of the Executive Committee, and at the close of his term of office, he shall deliver to his successor, all moneys, books, papers and other valuables belonging to the Association, which shall be in his custody or possession.

No obligation shall be incurred on behalf of the Association except by order of the Executive Committee.

[fol. 1629½]

Article IV

Meetings

Section 1. The Association shall meet monthly, the time and place of meeting to be fixed by the Executive Committee.

Section 2. Special meetings may be called whenever the Executive Committee shall deem it necessary or upon request of three members.

Section 3. A majority of all the members shall constitute a quorum.

Section 4. Order of Business: Roll Call, Minutes of last meeting shall be read, Reports of Officers, Reports of Committees, Unfinished Business, New Business.

Article V

Dues

Section 1. The fiscal year shall begin on the first day of January and dues shall be payable quarterly in advance on the first day of January, April, July and October.

Section 2. The annual dues of each member shall be Two Hundred Dollars (\$200).

[fol. 1630] Section 3. Any member of the Association whose dues shall remain unpaid for a period of three (3) months shall forfeit the privilege of membership. If such member neglects to pay the dues within thirty days thereafter and after notification from the Secretary, the name of such member may be stricken from the roll of membership by the Executive Committee.

Article VI

Discipline of Members

Any member may be suspended or expelled for causes, by a vote of three-fourths of all the members of the Association, as expressed by secret ballot, and upon charges preferred by the Executive Committee, one month's previous notice in writing having been given to the member with a copy of the charges preferred against him.

Article VII

Section 1. Proposed amendments to these By-Laws, signed by at least three (3) members, must be presented in writing to the Executive Committee at least two (2) weeks before the next meeting of the Association. In the notices of this meeting, the proposed amendment shall be printed. At meeting, the proposed amendment may be discussed and adopted by a two-thirds vote of those present.

Section 2. The Executive Committee is authorized to number articles and sections of the By-Laws to correspond with any changes that may be made.

[fol. 1630½]

Eastern Cement Society

Constitution

Article I

Name

The name of the Society shall be Eastern Cement Society.

Article II

Objects

The objects of the Society are as follows:

A. To promote publicity in the transaction of business.

B. To promote cordial and friendly relations among members, by means of monthly and other stated meetings, thereby removing, so far as possible, misunderstandings and ill feelings due to the spread-

ing of false reports and baseless charges, and to ignorance of conditions prevailing in the industry.

C. To collect and disseminate accurate information concerning the manufacture and sale of cement, including correct statistics regarding the capacities and outputs of all plants engaged in the manufacture of cement, together with periodical reports regarding outputs, shipments, orders and prices; to gather and publish accurate [fol. 1631] information regarding labor conditions, material markets and all conditions affecting the industry generally, to the end that each member, however small his output, may be placed, in so far as data for the intelligent conduct of his business goes, on a footing of equality with other companies having larger facilities, it being one of the underlying convictions of the Society that intelligent competition is far better for the industry than ignorant. In this connection it is one of the objects of the Society to ultimately make the information gathered official in character and publish statistical results for the information of the public generally.

D. To maintain high and uniform standards in the manufacture of cement, to the end that customers may be guaranteed the character and quality of cement purchased.

E. To devise ways and means for promoting the use of cement, in new ways and for new purposes, it being the firm belief of those engaged in the industry that organized effort can very materially extend the use of cement.

F. To take up and intelligently discuss the many traffic questions which can be dealt with only by an organization.

G. To co-operate with customers in the correction of unfair and pernicious practices and customs, and in this connection to work out, so far as practicable, uniform contracts, which will be fair and satisfactory to the trade and to the public.

[fol. 1631½] H. To systematically investigate foreign markets with a view to promoting the export trade.

I. To devise and recommend to purchasers and customers more uniform methods in the handling of packages, especially in connection with the return and purchase of same, to the end that all buyers may be placed upon a more nearly equal footing in these respects, and secret practices, amounting to secret and unfair rebates, be brought out into the open.

J. To take up and carefully consider sanitary, hygienic and safety measures and appliances and, in this connection, the insurance and pensioning of employes and the welfare of employes generally.

K. To devise and recommend for general adoption a scientific system of cost accounting, to the end that each member may accurately know the cost of his product. In this connection, it is not the purpose of the Society to impose upon any member any cost system, or to use in any manner a cost system as a means for con-

trolling prices. The sole object is to secure, if possible, the adoption of a scientific system of cost accounting, without in any manner seeking to have disclosed the actual costs of a member.

L. The introduction of the open price policy, which simply means, as the phrase indicates, the bringing out into the open of all competitive conditions, without in any manner, directly or indirectly, restraining the freedom of any member to quote such prices as it [fol. 1632] pleases, each member being as free to compete, both with those within and with those without the Society, as if the Society did not exist.

Article III

Officers

Section 1. The officers shall be a President, Vice-President, Secretary, Treasurer and General Counsel.

Section 2. All officers, except Secretary and General Counsel, shall be elected at the annual meeting and shall hold office for one year, or until their successors have been duly elected.

The Secretary and General Counsel shall be appointed by the Executive Committee and shall receive such salaries as may be agreed upon.

Section 3. The Executive Committee shall consist of the President, Vice-President, Treasurer and four members, to be elected at each meeting.

A majority of the Committee shall constitute a quorum.

Section 4. The Executive Committee shall have power to call meetings whenever deemed advisable, to fill vacancies occurring in its number, to fill vacant offices until the next stated or special meeting, to employ such other officers and employes as may be necessary to carry out the objects of the Society, and to perform [fol. 1632½] such other acts and duties as shall be for the general interest of the Society and its members.

Article IV

Members

Section 1. Any corporation, firm or individual engaged in the manufacture of Portland Cement in the States of New Jersey, Eastern Pennsylvania, New York, Maryland and Virginia is eligible to membership and may become a member by being proposed by two members of the Society and being elected by a majority of the Executive Committee.

Section 2. Application for membership and resignations must be transmitted in writing to the Secretary.

Article V

Meetings

Section 1. The regular meetings of the Society shall be held on the first — after the 4th day of each month, or at such dates and places as the Executive Committee shall name.

Due notice of meetings shall be sent to each member at least ten days in advance.

Section 2. A majority of the members, when present at any meeting, shall constitute a quorum.

[fol. 1633] Section 3. The meeting held in the month of January of each year shall be the Annual Meeting of the Society.

Article VI

Election of Officers

The election of officers shall take place at the regular Annual Meeting in January. Those having the majority of the votes of those present shall be declared elected.

Article VII

Amendments

Amendments to these articles may be proposed at any regular or special meeting of the Society. Due notice of such amendments shall be given in writing to each member at least ten days in advance of the meeting at which such amendments are to be voted upon, and an amendment to be adopted must receive at least a two-third- vote of the members presents.

Article VIII

Freedom of Trade

No member of the Society shall enter into any agreement or understanding of any nature or kind whatsoever, the object of which is to restrain trade, limit competition or do any act which is contrary [fol. 1633¹/₂] to the spirit and letter of the law, or which is contrary to the objects of the Society as set forth in this constitution.

Article IX

Publicity

The records of the Society, its files and its correspondence, and its meetings, shall be open at all times to any public official who, in the performance of his duties, is legally authorized to investigate the

workings of the Society, the fundamental object of the Society being perfect frankness and openness in all dealings among members and in all dealings with customers and the public.

By-Laws

Section 1. President.—It shall be the duty of the President to preside at all meetings of the Society and of the Executive Committee, to appoint all committees not otherwise provided for, and, in case of the equal division of the members on any question, to cast the deciding vote. He shall also have power to call the Executive Committee together, at such time and place as he may select, and, upon the written request of five members, he shall be required to call a special meeting of the Society.

Section 2. Vice-President.—It shall be the duty of the Vice-President to perform the duties of the President in the absence of the latter.

[fol. 1634] Section 3. Treasurer.—It shall be the duty of the Treasurer to collect and receive all moneys of the Society, to pay all orders for money, when countersigned by the Secretary, and to keep a correct record of the receipts and disbursements, an abstract of which, together with the necessary vouchers, he shall exhibit at the regular January meeting, or whenever called upon by the Executive Committee.

Section 4. Secretary.—It shall be the duty of the Secretary to keep a careful record of the transactions of the Society and of the Executive Committee, to notify all members at least ten days in advance of the times and places of all meetings of the Society, to examine all bills and countersign all orders on the Treasurer, to conduct the correspondence of the Society, to collect statistics and information contemplated in the constitution, and to perform such other duties as may be assigned to his office.

He shall carefully collect all information regarding trade conditions and present same in a report at each regular meeting, and be then and there present to give the data upon which his report is based.

He shall combine the reports received from individual members into total monthly and annual figures which will be an indication of the state of the trade.

Section 5. Executive Committee.—The Executive Committee shall have the management of the affairs of the Society and fix the dates and amounts of assessments. They shall also fix, subject to the approval of the Society, the compensation and terms of employment of the Secretary and the General Counsel, and provide for such other expenditures as may be necessary. They shall fix the time and place for their meetings and provide rules for their government.

Section 6. Membership.—Applications for membership in the Society may be acted upon at each monthly meeting, due notice of application having been given to the Secretary at least ten days before the meeting at which action shall be taken, so that the Secretary can notify the members of such application. All applications for membership shall be presented by a member of the Society.

Section 7. Voting Power.—Members may be represented at any meeting by authorized delegates, who shall be entitled to full rights and privileges of the members they represent, but only one vote shall be cast on behalf of each member.

Section 8. Dropping of Members.—By a two-thirds vote of the members present at any meeting, a member, providing he has been given ten days' notice of the proposed action and an opportunity to be heard, may be dropped for failure to pay any assessments within thirty days after same are made, or for failure to conform to the constitution and the by-laws of the Society.

Section 9. Regular Committees.—The following committees will be appointed by the Executive Committee:

- [fol. 1635] Committee on Statistics.
- Committee on Promoting the Use of Cement.
- Committee on Traffic Conditions.
- Committee on Trade Conditions.
- Committee on Export Trade.
- Committee on Packages and Standardization.
- Committee on Welfare of Employees.

Section 10. Order of Business.—The order of business shall be as follows:

1. Calling of the roll.
2. Reading of the minutes.
3. Election of new members.
4. Reports of officers.
5. Reports of committees.
6. Receiving of communications.
7. Reports from members of conditions affecting the industry.
8. Unfinished business.
9. New business.
10. Election of officers.

Section 11. Amendments to By-Laws.—Amendments to by-laws may be proposed at any regular or special meeting of the Society. A copy of such proposed amendment must be sent to each member by the Secretary, in writing, at least ten days in advance of such meeting. To adopt any amendment it must receive a two-thirds vote of the members present.

To carry out the open price policy of the Society, and bring all competitive conditions out into the open, the following reporting plan is adopted:

Each member will file with Secretary:

1. All price lists and terms upon which goods are sold. The lists must include rebates, discounts and concessions of every kind, together with any discretion allowed salesmen or agents in making prices or terms; also terms and conditions upon which sacks are returned or purchased—in short, prices and all inducements, direct and indirect, offered to secure trade.

Every change in prices or terms; every sale and every contract made at prices or terms other than the list filed.

2. Every specific contract for a specific job, and said report shall state the number of barrels covered by the contract, together with the name, location and description of the job, so that the Secretary's office may check up and report upon the amount contracted for and the amount actually used.

3. All orders booked each week and all cancellations of orders in whole or part with names of parties cancelling and amounts canceled.

4. All shipments each week.

5. Business ahead each month express in time.

6. Where bids are made upon specific jobs in response to inquiries, each bidder will file a carbon copy or correct abstract of his bid as made, together with all revisions and changes in same as same are made.

[fols. 1636 & 1637] Secretary will deal as follows with above information:

A. Interchange immediately all price lists and all revisions thereof and send out immediately all reports of sales and contracts made at prices and terms other than the prices and terms filed by the member, also reports of cancellations with names of parties cancelling and amounts cancelled.

B. Where bids upon specific jobs are filed, same shall be interchanged as follows:

The first bid filed will be kept strictly confidential in the Secretary's office until the second bid covering the same work comes in, whereupon a copy of the first bid shall be sent to the second bidder and a copy of the second bid to the first bidder, and so on as each successive bid comes in. No information regarding such bids is sent to any member who is not an actual bidder upon such specific job. In this connection, it is distinctly understood that each member is free at all times to revise and change his bid as he pleases, both before

and after he receives information concerning bids filed by others, but if any member learns through the operation of the open price plan that he is not a low bidder, and he revises his bid to quote lower than some other member, the spirit of the open price policy requires that the member who so changes his price shall, in all fairness, give the other member or members interested sufficient notice of his lower bid to enable such other member or members to come in and still further compete for the order. To this end, each member who revises his figures to make a lower price than that made by another member will, with the consent of the customer, postpone the actual closing of the —.

[fol. 1637½]

Govt. Ex. No. 556

December 14, 1912.

Mr. E. Myer, Mgr. of Sales, New York, N. Y.

DEAR SIR: Confirming verbal instructions given you yesterday, please note that under no circumstances are any orders to be extended beyond the date of their expirations on Dec. 31st, 1912, and also in making quotations to dealers to apply after January 1st, 1913, to please arrange that every quotation shall be made for acceptance in seven days, and only cover deliveries for thirty days.

Do not fail to impress this matter upon all your salesmen, as I do not want anything to come up in the new Association which is going to embarrass me in any way.

Yours very truly, W. S. Mallory, President. WSM-RBS.

[fol. 1638]

Govt. Ex. No. 557

"2/10/13.

W. S. Mallory to E. Meyer

* * * It is my wish that our company absolutely stick to the 30 day delivery basis, so far as it relates to dealers, as I am firmly of the opinion that conditions are such that the greater demand for cement during this year, coupled with a shortage of labor, which in my judgment is going to interfere with manufacturing to the maximum, is going to warrant an advance in price later in the year, and inasmuch as our company has already booked over 1,000,000 barrels, the average price of which today is about 80 cents, if we are going to accomplish what we hope to accomplish in the way of financial returns for the year, we cannot do it if we so handle our business as to permit the dealers to make the profit instead of our own company doing it * * * and it is my firm belief that all the companies of this section are adhering strictly to the plan of only quoting and shipping the dealers for their requirements for 30 days. In fact, I know several of the large companies who are having nearly all their specific contracts checked up and one com-

pany has already discharged seven salesmen for accepting specific contracts which upon investigation proved to be dealers' contracts."

[fol. 1639]

Govt. Ex. No. 558

March 5, 1913.

Mr. E. Meyer, Mgr. of Sales, New York, N. Y.

DEAR SIR: Confirming telephone message of yesterday, would state: "Because of a recent decision of the Court of Appeals in the State of New York, and the recent Wilson bills passed by the State of New Jersey, it has been deemed wise to discontinue the Eastern Cement Association, not because it is illegal, but to avoid the possibility of our action being misinterpreted. We will make no changes in our trade practice or prices."

I am writing this to you merely to have it a matter of record, and I understand that you have already issued a copy of the above to all our sales offices.

Yours very truly, W. S. Mallory, President. WSM-RBS.

[fol. 1639½]

Govt. Ex. No. 559

Carbon Copy Letter E. Meyer to W. S. Mallory

"3/20/13.

Mr. Banker, Member of the firm of the Colonial Coal Co. at Tuckahoe, N. Y., informs us that the Lehigh Portland Cement Co. quoted direct to the East Chester Contracting Co., Tuckahoe, N. Y., 1.67 per barrel/ * * * this price is one cent under the dealers' price and six cents under the book price to contractors. * * * Can you not get the Lehigh to withdraw this quotation, or permit us to meet it?"

[fol. 1640]

Govt. Ex. No. 560

Alpha Portland Cement Co.

Litherage

New York, N. Y., January 27, 1913.

Amsterdam Building Co., 43 West 27th Street, City.

GENTLEMEN: Referring to your inquiry of — — —, we beg to quote you the following prices on Alpha Portland Cement delivered in Carload lots f. o. b. cars, Troy, N. Y.

Price, per Barrel.—Alpha Portland Cement, in Wood, including barrels, \$—; in Cloth, including bags, \$1.64; in Paper, including sacks, \$—.

Bags.—If shipped in Cotton Bags we will purchase the empty bags, returned in good condition, subject to our count and inspection, at 10 cents each, delivered to our works, Alpha, N. J., freight prepaid.

Quantity.—These prices are on aquantity of—10,000—bbls. to be used in erection of Samaritan Hospital.

Deliveries.—Deliveries to be completed Dec. 31, '13.

Weight.—The weight of a barrel of cement in cotton or paper, including package, is 380 lbs. The weight of a barrel of cement in wood, including package, is 400 lbs.

[fol. 1640½]

Demurrage Regulations

Consignee's Wharf.—Twenty-four hours will be allowed "free of charge" for unloading any one shipment of 500 barrels or less. For each additional 500 barrels or part thereof, 24 hours additional "free time" will be allowed. "Free time" begins at the hour lighter or barge reports for berth, weather permitting the unloading of the cargo.

A charge of \$15.00 will be collected by the lighterman for each 24 hours or fraction thereof after "free time" has expired; which charge constitutes demurrage, due to failure on part of consignee to unload within the prescribed time.

Public Wharf.—When shipments are consigned to public wharf, the lighterage company or lighterman will assume delay incident to securing berth. As soon as lighter is in berth, which will enable consignee to unload cargo, the "free time" allowance begins, and the same conditions and charges as provided for under the head of "Consignee's Wharf" will apply.

Terms

First.—Shipments in paper are made only at consignee's risk.

Second.—Strikes, including coal strikes in either the Anthracite or Bituminous coal regions, differences with employees, accidents to machinery, fire, flood, car famine, or other contingencies beyond the control of either the Seller or Buyer shall during the existence of any of said causes, excuse either party from the performance of this contract and operate as a proportionate rescission thereof, provided that prompt notice shall be given by the party suffering from such disability to the other party, in writing, specifying the cause; otherwise, this agreement shall remain in full force and effect. The purchaser shall not in any event, however, be entitled to demand or receive deliveries of cement from the Seller subsequent to the date herein specified for the expiration of the agreement.

Third. Terms of Payment.—On approved credit, 1 cent per barrel off for cash in ten days from date of invoice, or 30 days net from date

of invoice. If, during the life of this agreement, the financial responsibility of the purchaser becomes impaired or unsatisfactory to the Alpha Portland Cement Co., cash payments with above discount must be made or satisfactory security must be given by the purchaser.

This quotation shall not be binding upon this Company unless accepted by the purchaser on or before March 28, 1913, nor until approved at the home office at Easton, Pa., and a copy with such approval returned to the purchaser.

Awaiting the favor of your acceptance, we remain,

Yours very truly, Alpha Portland Cement Company, by John B. Wright.

[fol. 1641½] Acceptance.—The foregoing quotation is hereby accepted at the prices and upon the terms and conditions named therein, and constitutes a contract between us.

Approved at Easton, Penna., — — —, 191-.

Dated — — —, 191-.

Alpha Portland Cement Co., by — — —. (Purchaser sign here.) — — —, by — — —.

[fol. 1642]

GOVT. EX. No. 561

The Edison Portland Cement Co.

E. Meyer, Manager of Sales

Amsterdam Building Co., New York.

Jan. 20, '13.

Amsterdam Bldg. Co., 43 W. 27 St., N. Y. C.

GENTLEMEN: We beg to acknowledge receipt of yours of the 17th and all you say carefully noted.

[fol. 1642½] We are sorry but we cannot give you price f. o. b. Mill. The price will have to be f. o. b. destination.

Yours truly, The Edison Portland Cement Co., per S. Churchill, New York Representative.

[fol. 1643]

GOVT. EX. No. 562

The Helderberg Cement Company

Albany, N. Y.

January 18, 1913.

T. H. Maxwell, President Amsterdam Building Co., 43 West 27th St., New York.

DEAR SIR: We have your favor of the 17th instant and regret, very much, that we cannot comply with your request and quote you

price f. o. b. our mill. We are, however, sending you quotation covering delivery of this cement on the job, which we trust you will find to your advantage to accept.

Yours very truly, The Helderberg Cement Co., by C. R. Parks, Sales Agent.

[fol. 1643½]

GOVT. EX. No. 563

Vulcanite Portland Cement Company
New York

New York, December 21, 1912.

Messrs. Amsterdam Building Co., 43 West 27th St., New York City.

GENTLEMEN: We quote below our prices and terms to you on Vulcanite Portland Cement.

A.—F. O. B. cars B. & M. R. R. tracks, Troy, N. Y.

B.—F. O. B. cars N. Y. C. & H. R. R. tracks, Troy, N. Y.

To be used in construction job known as Troy Samaritan Hospital. This Company reserving the right to determine the route of transportation.

In quantities as ordered but not less than carload bbls. at each shipment.

Nor exceeding 2,500 bbls. within any one calendar month.

[fol. 1644] Quantity.—Quantity to which this quotation applies, 10,000 bbls. est. quantity to complete work.

Shipment not to begin before December 23, 1912.

Whole amount to be ordered for shipment before December 31, 1913, est. life job.

Price

In cotton sacks, per bbl. (4 sacks to the bbl.), including	A	B
bag sacks; gross weight 380 lbs.....	\$1.75	1.64
In paper bags, per bbl., including bags; gross weight		
380 lbs.....		
In export wooden bbls., per bbl., including barrels;		
gross weight 400 lbs.....		
In flat hoop wooden bbls., per bbl., including barrels;		
gross weight 400 lbs.....		

Terms.—On approved credit, one (1) cent per bbl. discount will be allowed for cash in ten days from date of shipment or net cash thirty days from date of each shipment. Sacks positively to be paid for with the Cement. If during the life of this agreement the financial responsibility of the purchaser becomes impaired or unsatisfactory to this Company, it may require cash payments or satisfactory security.

Sacks.—Cotton Vulcanite sacks returned to this Company at Vulcanite, N. J., freight prepaid, within sixty days from delivery of the cement will be purchased by this Company at ten (10) Cents each, if in good condition, but only on the inspection and count of this Company at its works, which shall be conclusive.

[fols. 1644½ & 1645] Rejected sacks may be destroyed or otherwise disposed of by this Company without liability, unless removed by you within ten days after notice of rejection.

Useless sacks will not be purchased. Barrels and paper bags are not returnable.

We send you this proposition in duplicate; upon our receiving one of the copies accepted by you in writing, it shall constitute a contract between us.

This quotation is void unless accepted prior to January 20, 1913.

Remarks: ———.

Very truly yours, Vulcanite Portland Cement Co. Albert Moyer, Manager Sales Dept.

Accepted — day of ———, 191-, at ———. (Signature) ——— ———.

[fol. 1646]

GOVT. EX. No. 564

Knickerbocker Portland Cement Company

General Sales Office: New York City

Dec. 20, 1912.

Amsterdam Building Co., 43 West 27th St., New York City.

GENTLEMEN: Acknowledging your inquiry of December 18th, we beg to quote you on approximately 10,000 barrels of Knickerbocker in cloth sacks, earload lots f. o. b. cars Troy, N. Y. at \$1.64 per barrel including sacks, usual terms and sack conditions governing as noted on the reverse side hereof, shipments to be made from time to time as the work in question requires.

This quotation expires December 31st.

The geographical location of our mill enables us to give better service at Troy than you can possibly secure elsewhere.

Would also call your attention to the fact that the return freight on sacks for such a short distance will not amount to much.

[fols. 1646½-1649] Trusting you can favor us with the business, we remain

Yours very truly, Knickerbocker Portland Cement Company,
by H. H. Ward, Sales Manager. HHW:RR.

[fol. 1649½]

Govt. Ex. No. 566

The Edison Portland Cement Co.

Sales Offices: New York, Philadelphia, and Boston

Jan. 8, '13.

Amsterdam Bldg. Co. (Con.), 43 W. 27 St., N. Y. C.

DEAR SIRs: We beg to quote you on Edison Portland Cement, guaranteed to pass the Standard Specifications of the American Society of Civil Engineers, and (or) — in carload lots, for use exclusively in the building or construction of Samaritan Hospital, Troy, N. Y.

(Owners: Trustees of Samaritan Hospital.)

(Arch.: Geo. B. Post & Sons.)

(Name and Location of Work: —.)

In cloth, including bags.....	\$1.64 per barrell.
In paper, “ “	“
In domestic wooden barrels, including barrels.	“
In export wooden barrels, including barrels....	“

Delivered F. O. B. cars, Troy, N. Y.

Terms.—Cash 30 days or 1¢ bbl. discount for cash in 10 days from date of shipment.

[fol. 1650] Quantity.—20,000 bbls.

Shipments—prior to Jan. 1st, 1914.

Freight.—Freight charges are to be paid by the purchaser and will be deducted from the face of the invoices when rendered.

Bags.—We will purchase from you the empty cotton bags bearing our label at ten (10) cents each, delivered at our mill, New Village, N. J., freight prepaid, in serviceable condition, subject to our inspection and count. Shipment in paper bags shall be made at purchaser's risk as to breakage and loss of cement.

Exceptions.—Sellers will not be bound or held responsible for delays or non-delivery due to strikes, shortage of cars at sellers' works, inter-uptions or delays in transportation, or other causes beyond the control of the sellers.

Terms of payment being the essence of this contract, non-compliance therewith shall give sellers the right of cancellation, and indulgence as to any payment or payments shall not be construed as destroying this right.

If, during the life of this agreement, the financial responsibility of the purchaser becomes impaired or unsatisfactory to this company, it may require cash payments or satisfactory security.

Acceptance.—This quotation must be accepted on or before Feb. 7, '13, and shall not be binding until approved by the Manager of Sales and until signed and accepted either by the Credit Manager or an officer of the Edison Portland Company at its home office at New Village, N. J.

[fol. 1650½] Accepted by — — —, (Purchaser). — — —,
— — —, (Date).

The Edison Portland Cement Co. The Edison Portland
Cement Co., per S. Churchill, New York Representative.

Approved by — — —, Manager of Sales.

[fol. 1651]

GOVT. EX. NO. 567

Sales Office Pennsylvania Cement Company

New York, January 8, 1913.

Amsterdam Bldg. Co., 43 West 27th St., New York City.

DEAR SIR: In line with conversation with you to-day we beg to
submit quotations on "Pennsylvania" Portland Cement as follows:

F. O. B. Cars (earload lots) Troy, N. Y. @ \$1.64 per bbl. in
cloth;

F. O. B. Dock, Troy, N. Y. @ \$1.66 per bbl., in cloth.

For const. of Samaritan Hospital. (G. B. Post & Son, Architects,
Troy, N. Y.)

In Barrels.....	\$....	per bbl.,	including barrels.
In Duck Bags.....	.....	" "	including bags.
[fol. 1651½] In Paper Bags..	.....	" "	including bags.

The price is on a quantity not to exceed 12,000 barrels.

Shipments to be made in C/L or boatload lots as required.

Freight charges are to be paid by you and will be deducted from
the face of the invoices when rendered.

This quotation must be accepted within 15 days.

Shipments will be made in paper bags at buyers' risk only.

If cement is taken in duck bags we will repurchase the bags from
you at 10 cents each upon receipt of same in good condition, freight
charges prepaid to our works, Bath, Northampton County, Pa.,
within 60 days from date of shipment. No foreign bags will be ac-
cepted. Our report as to count and condition will be final.

All agreements are contingent upon fire, floods, strikes, accidents,
delays of carriers or failure of transportation lines to furnish the
necessary equipment in which to transport the commodity, or other
delays unavoidable or beyond our control.

Terms: — 30 days net or 1 c. per bbl. discount, cash 10 days
from date of invoice in New York City funds. Terms for export
shipments, Cash against B/L.

Respectfully, Pennsylvania Cement Company. C. T. Taylor.

All orders placed under prices named herein Must refer to above
Quotation Number.

[fol. 1652]

Govt. Ex. No. 568

Quotation from The Helderberg Cement Co.

Albany, N. Y., December 23, 1912.

To Amsterdam Building Company, 43 West 27th St., New York City.

DEAR SIR: We will furnish you Helderberg Portland Cement in carloads of not less than 106 barrels of 376 pounds each net of cement at prices and on terms as follows, F. O. B. cars Troy, N. Y.

Prices

Packed in 4 paper bags, including bags, — per bbl., bags not returnable.

Packed in 1 wood barrel, including bbl., — per bbl., bbl. not returnable.

Packed in 4 cloth bags, including bags 1.64 per bbl., good bags returnable if received at Howes Cave, N. Y., within 90 days from date of shipment. All Helderberg cloth bags so received in good [fol. 1652½] condition, freight prepaid, will be purchased at 10c each, the payment being based on mill count and tally which is to be conclusive. Bags which cannot again be used will not be bought. No liability will be assumed for returned useless bags which will be destroyed or removed ten days after notice of rejection, unless ordered removed by the shipper.

Terms.—Payments on approved credit to be net cash thirty (30) days in New York City funds. A discount of one cent per barrel will be allowed, if payment is made within ten (10) days from date of invoice.

Freight charges are to be paid by the consignee and original paid freight bills returned promptly to this office for credit. Prices are made subject to change in freight rates, when freight is involved.

All claims for shortage or damage must be made within five days after receipt of shipment. Claims must be accompanied by the shipping card which is sent in each car and must be verified by the railroad freight agent at the receiving station.

Limitations

The total quantity is about 10,000 barrels.

Shipments are not to exceed in any calendar month — barrels.

The first shipment is not to be ordered before — —, 191—.

The last shipment is to be ordered before December 31st, 1913.

This quotation is void unless accepted in writing before January 7th, 1913.

[fol. 1653] This quotation is subject to the conditions and limitations endorsed hereon.

Yours truly, The Helderberg Cement Co., by C. R. Parks,
Sales Agent.

[fol. 1654]

GOVT. EX. No. 569

Glens Falls Portland Cement Company

"Iron Clad" Portland Cement

Albany, N. Y., 12/6/12.

Amsterdam Bldg., Co., 43 West 27th St., New York, N. Y.

DEAR SIR: We beg to quote you the following prices on Iron Clad Portland Cement:

Prices

Iron Clad Portland Cement in wood, including barrels, \$— per bbl.

Iron Clad Portland Cement in cloth, including bags, \$1.64 per bbl.

Iron Clad Portland Cement in paper, including bags, \$— per bbl.

The above prices are quoted you for delivery f. o. b. Troy, N. Y. Samaritan Hospital.

[fol. 1654¹/₂] Quantity, which is covered by this quotation is 5,000 bbls. or all cement required.

Shipments will begin when ordered by you and continue at a rate not to exceed 5,000 bbls. in any one calendar month, and no shipment to contain less than 160 bbls. and the whole amount to be ordered for shipment before completion of work.

Quotation to be accepted on or before January 6, 1913.

Terms.—On approved credit, 1c per barrel discount will be allowed for cash in ten days from date of invoice; or 30 days net from date of invoice.

If, during the life of this agreement, the financial responsibility of the purchaser becomes impaired or unsatisfactory to the Glens Falls Portland Cement Co., cash payments with the above discount must be made, or satisfactory security must be given by the purchaser.

Bags.—If shipped in cloth we will repurchase the "Iron Clad" bags, returned in good condition, subject to our count and inspection, at 10 cents each (40 cents per barrel), delivered at our works, Glens Falls, N. Y., freight prepaid. Bags will be purchased only from the party to whom the sale was made by this company.

Paper Bags.—Shipment in paper bags will be made only at the purchaser's risk of breakage and resultant loss of Cement.

Freights.—Freight charges are to be paid by you and will be deducted from the face of the invoices when rendered. Receipted freight bills are to be forwarded to us.

Strikes.—No responsibility shall be attached to this Company for [fol. 1655] any loss or damage which may be incurred by the purchaser by reason of strikes, customs tariffs, accidents to machinery, fires, car shortages, deficient transportation, or other causes beyond our control.

Acceptance—The foregoing quotation is hereby accepted at the prices and upon the terms and conditions named therein, and constitutes a contract between us for — bbls. Iron Clad, put up in —.

Yours very truly, The Glens Falls Portland Cement Co., by
F. W. Douglas.

Accepted — day of —, 191-, at —. (Signature) — —.

[fol. 1655½]

Govt. Ex. No. 570

Lehigh Portland Cement Co.
New York

December 24th, 1912.

Amsterdam Bldg. Company, 43 West 27th St., New York City.

GENTLEMEN: On December 16th we quoted you on "Lehigh" Portland Cement, to be used for the construction of the Samaritan Hospital Bldg., Peoples Ave. to Jacobs Street, Troy, N. Y. The price mentioned was \$1.64 per bbl. F. O. B. cars Troy, N. Y.

We regret to advise you that we are compelled to withdraw this price, but name you a price of \$1.79 per bbl. delivered on site of job, which we think will be equally satisfactory.

If tested cement will be required an additional charge of 6¢ per bbl. will be added to the above price.

Your acceptance should be in our office prior to January 16th, 1913.

[fols. 1656-1659] We do not think you will object to our alteration in the price and trust our cement will be used on the job.

Very truly yours, Lehigh Portland Cement Co. H. A. Brocas, Manager New York Office. FP'FIL.

[fol. 1660]

Govt. Ex. No. 571

Specific Work—Sales Contract

1. Agreement, made and entered into this — day of —, 192-, by and between The Atlas Portland Cement Company, of Pennsylvania (General Office, 30 Broad Street, New York City, New York), hereinafter called the Cement Company, and — —, of —, hereinafter called the purchaser.

2. Witnesseth: That the Cement Company agrees to sell and the Purchaser agrees to purchase and receive the full Portland Cement requirements of the following described work but not exceeding the estimated requirements of — barrels of "Atlas" Portland Cement.

3. No assignment of this contract shall be made by the Purchaser without the consent of the Cement Company. The Purchaser represents that the cement has been sold by him for the express purpose mentioned in the contract and to and for use by the party named as user in the contract. If said representation is untrue, or if any of the cement is used for any other work, or for any other purpose, or sold (without the written consent of the Cement Company) to, or for use by any other party, the Cement Company shall have the right to terminate this contract and to refuse further deliveries of cement under it.

4. Description of Work: —.

5. User of Cement: —.

6. Shipments.—The cement shall only be ordered and shipped as nearly as practicable to meet the necessities of the work as it progresses, but under no circumstances shall the Cement Company [fol. 1660½] be obligated to ship hereon more than — barrels during any thirty consecutive days or subsequent to —.

7. Price.—(Including four (4) cloth sacks at —c. each.)

8. It is understood and agreed that in the event of any change in the rates of transportation or delivery charges, made effective during the term of this contract or agreement, the price shall be increased or decreased accordingly, effective the same date.

9. If at any time the cost of new cloth sacks increases or decreases to such an extent that the Cement Company deems it advisable to change the above charge for cloth sacks, the above price for all shipments thereafter shall, at the option of the Cement Company, be accordingly increased or decreased from time to time by a sum determined by the Cement Company not in excess of the amount of increase or decrease in such cost of sacks to the Cement Company. See back of this agreement regarding repurchase of cloth sacks.

10. If at any time the Cement Company shall experience such difficulty in securing cloth sacks as, in its opinion, makes shipment in cloth sacks impracticable, then upon — days notice to the Purchaser it may (until such difficulty is removed) ship in paper sacks at a price of \$— per barrel, f. o. b. cars destination. Paper sacks will not be repurchased by the Cement Company.

11. Terms of Payment: —.

12. Original paid freight bills to be sent to Cement Company promptly for comparison. If Purchaser fails to comply with terms of payment or with any of the other terms of this contract, the Cement Company reserves the right to cancel unfilled portion of any contract or order, Purchaser remaining liable for all unpaid accounts; [fol. 1661] and if at any time Purchaser's responsibility be or become, in Cement Company's opinion impaired or unsatisfactory,

the Cement Company reserves the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

13. All conditions herein contained, together with the printed conditions on the back of this sheet which form a part of this Agreement are agreed to by the Cement Company and the Purchaser for themselves and their successors.

The Atlas Portland Cement Company, by ——. Purchaser's Signature: ——.

Witness: ——.

14. Cloth Bags.—The Cement Company will purchase at the price charged on its invoices, only from the Party to whom the sale was made, and not from any Assignee or Trustee, empty cloth bags bearing its brand and proper identification marks, purchased of the Cement Company, upon their receipt in serviceable condition at the Cement Company's mill if returned within ninety (90) days after their purchase, freight prepaid, subject to the Cement Company's inspection and count. Cement Company does not purchase bags bearing brands other than its own, or bags that have been wet or are otherwise useless.

15. Freights.—The Cement Company reserves the right to prescribe the route by which shipments shall be forwarded and to make shipments prepaid or collect at its option. In making delivered prices, the Cement Company only guarantees cost at destination, and will not be responsible for shortage or damage occurring in transit.

[fol. 1661½] 16. General.—The Purchaser shall not have the right to transfer or sublet this agreement in whole or in part, or sell or use any portion of the cement for other purpose than herein specified.

17. The Purchaser shall give the Cement Company shipping instructions in writing a reasonable time before shipments are to be made, and the Cement Company shall not be responsible for delays in manufacture or shipping cement, caused by Strikes, Accidents, Fires, Breakdowns, Failure of Machinery, Embargoes, Car Shortage, Labor Scarcity, Labor Agitation, Failure to Receive Coal from Mines from which the Cement Company secures its supplies of coal, Delays in Transportation, Acts of God, or other causes beyond its control. In any of such events the Cement Company may determine as nearly as practicable the pro rata share of cement of each of its customers after reserving the Cement Company's usual percentage of its shipments for its dealers' warehouse trade, and may limit and reduce shipments hereunder according to such pro rata share of the Purchaser. The Cement Company shall have the right to sell or agree to sell, from time to time, its cement under other agreements and orders, and in the event the Cement Company shall at any time for any cause whatsoever be unable to make and ship cement in accordance with its agreements and orders, the Cement Company may

determine as nearly as practicable the pro rata share of the cement of each of its customers under its agreements and orders after reserving the Cement Company's usual percentage of its shipments for its dealers' warehouse trade, and may limit and reduce shipments hereunder according to such pro rata share of the Purchaser. The Cement Company shall not be obligated to make up any such limitation or reduction and its determination as to the necessity [fol. 1662] for prorating and the pro rata share of the Purchaser shall be final.

18. The Purchaser shall, on or about the first day of each month, if requested by and on forms furnished by the Cement Company, correctly inform the Cement Company of the amount of Atlas Portland Cement delivered for or used on the work herein described during the preceding month or months since date hereof.

19. In case, while this contract is unfulfilled by either party, there shall be another contract between the same parties, for the sale and delivery of cement by the Cement Company, and under such other contract the Purchaser shall be in default, the Cement Company shall be under no obligation to make shipments under this contract while such default exists, and for such default the Cement Company shall have the right to demand cash payments hereunder or to cancel this contract without affecting the obligation of the Purchaser on any unpaid accounts.

20. "Atlas" Portland Cement to be furnished hereunder is when shipped to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but the Cement Company cannot be responsible for improper use of cement, therefore Cement Company will not guarantee finished work.

[fol. 1662½]

Govt. Ex. No. 572

Allentown Portland Cement Co.

Allentown, Pennsylvania

March 28, 1921.

Sales Contract (for Specific Work) No. —.

Allentown Portland Cement Company (hereinafter called the "Company"), hereby sells and agrees to ship to and B. F. Marsh Company, Worcester Mass. (hereinafter called the "Purchaser") hereby agrees to receive, accept, purchase and pay for 10,000 standard barrels of Allentown Portland Cement in the quantity and under and subject to the following terms and conditions:

1. **Work or Job.**—The cement hereby contracted is sold and purchased and intended for use exclusively and only in the construction of the following work:

The Pine Hill Reservoir Job.

Name of contractor: ———.

2. **Shipping directors:** ———.

3. **Time and Manner of Delivery.**—As Instructed to Dec. 31, 1921.

4. **Price.**—Per standard barrel, including four (4) cloth sacks, \$3.81 f. o. b., Company's mill, Evansville, Pa., freight allowed to Holden, Mass. \$— f. o. b., Company's mill Evansville, Pa., freight allowed to — \$— f. o. b., Company's mill, Evansville, Pa., freight allowed to — Shipments in paper bags, if any, will be charged for at 75 cents a barrel less than price charged for shipment in cloth.

[fol. 1663] The price herein named is based upon the freight rate in effect on the date of this contract, as furnished to the Company by the carrier, and is subject to carrier's advances, revisions, corrections and changes. Any and all sales, transportation and other tax or taxes, state or Federal; prepaid freight, and all demurrage, car-service, terminal and other transportation charges, not herein expressly allowed by the Company; shall be assumed and paid by the Purchaser, as part of the purchase price. If bin-tested cement is required, three (3) cents a barrel shall be added to the above price.

5. **Package.**—The Company will credit or pay to the Purchaser herein named 25 cts. each for empty cloth bags purchased from it and bearing its brand and proper identification marks, upon their receipt in serviceable condition, at the Company's mill, if returned in ninety (90) days after date of shipment of cement, freight prepaid, subject to Company's inspection, count and acceptance. The Company does not purchase sacks bearing brands other than its own, or sacks that have been wet or otherwise damaged or useless. Rejected sacks may be destroyed or disposed of by the Company without liability, unless removed by the original purchaser within thirty (30) days after notice of rejection.

If at any time the cost of new cloth sacks increases or decreases to such an extent that the Company deems it advisable to change the price at which empty sacks will be purchased, the price named in this contract will be advanced or reduced accordingly.

Should the Company experience such difficulty in securing cloth sacks as in its pinion would make shipment in cloth sacks impracticable, then it may, until such difficulty is removed, ship either in paper sacks or in bulk when practicable, at the net price in cloth [fol. 1663½] sacks. (The net price in cloth sacks is the price after deducting the repurchase price of empty cloth sacks.)

All shipments in paper bags are made at Purchaser's risk of breakage and resultant loss of cement.

6. Shipments.—This contract is made and entered into on the express condition that the cement herein mentioned is bought for use only on the specific job or work herein named, and not for stock or sale. Subject to delays in manufacturing, shipping or delivery, caused by strikes, accidents, delays of carriers, embargoes and other causes unavoidable and beyond its control, the Company shall be required to make shipments on this contract only as near as practicable to meet the necessities of the work, and it shall have the right from time to time prior to the date fixed in Paragraph 3 to prorate-deliveries of such cement as it may then be able to manufacture and ship to and among its customers, according to all of the unfilled orders then on its books, in the event of any of the delays or contingencies above mentioned.

Under no circumstances shall the Company be required to ship more than — barrels during any consecutive thirty days, or after the expiration date above mentioned, unless it should otherwise so elect, in writing.

The Purchaser agrees that not more than five (5) per cent of the whole quantity of cement hereby purchased shall be kept or placed in or ordered for stock or reserves at any time during the period of this contract. If the Purchaser fails to order said cement shipped within time provided, then the Company reserves the right to extend the time of delivery of said cement but shall not be obligated, except at its option, to ship any part of said cement after above date.

The Company shall have the right to direct the route by which all shipments hereunder shall be forwarded.

[fol. 1664] The Company will not be responsible for shortage or damage occurring in transit.

Carrier's Bill of Lading or Receipt shall be conclusive as to the quantity and good condition of both cement and package when loaded on car.

7. Settlement.—Terms of payment and due date of all invoices are 30 days net from date of invoice, in cash, at our office at Allentown, Pa. A discount of 10 cents a barrel will be allowed for payment in full within 10 days from date of invoice, accompanied by original paid freight bills, which shall be delivered and belong to us when payment is made. All orders are subject to our approval of Purchaser's credit. If, at any time, the Purchaser's credit or responsibility, in our opinion, shall be or become impaired or unsatisfactory, or if the Purchaser fails to comply with any of the terms of payment or with any other terms of this contract, we shall have the right, at our option (on one days' written notice) to suspend or cancel deliveries or to require cash payments in advance, or to require security satisfactory to us for all payments due or to become due from the purchase hereunder.

8. Warranty.—Allentown Portland Cement to be furnished hereunder shall, when shipped, conform in every respect to the specifications then prescribed or adopted by the United States Government, or to the Standard Specifications for Portland Cement of the American Society for Testing Materials, when tested by methods of testing

recommended by the American Society of Civil Engineers. We are not responsible for the improper use of our cement or for the finished work of for any damages resulting from its use, in any respect or to any extent whatsoever, any and all such claims being waived by the purchaser by the acceptance of this contract.

[fol. 1664½] 9. Miscellaneous.—If this contract is with a dealer for resale of cement for use in work described, it is subject to a written contract between such dealer and his customer in conformity herewith on our regular form furnished for dealers' use, a copy thereof to be filed with and approved by us, otherwise we shall not be required to make delivery hereunder.

Purchaser shall have no right to assign this contract. The material covered by it is sold to purchaser upon the representation that it is purchased for use only in the construction of work referred to. Use of the cement in any other work than that specified or disposition of it for any other purpose or resale of it for use in other than above described work shall give Cement Company the option to terminate this contract and to refuse to deliver any more cement under it.

This contract is void if not accepted within fifteen (15) days from date hereof. Upon the return of this contract, signed by you and an official of Cement Company, it is effective according to terms and conditions hereon.

Allentown Portland Cement Co., Manufacturer, By ———.

Accepted. (Place and Date.) ———, Purchaser.

—————

[fol. 1665]

Govt. Ex. No. 573

Memorandum of agreement made and entered into this — day of —, 192-, by and between the Alpha Portland Cement Company, Easton, Pa., hereinafter called the Cement Company, and ———, of —, hereinafter called the Buyer.

Witnesseth: That the Cement Company agrees to sell and the Buyer agrees to purchase Alpha Portland Cement as follows: — barrels in earloads f. o. b. cars —.

In cloth sacks \$— per standard barrel (376 lbs. net).

If shipped in paper sacks seventy-five (75c) cents per barrel less than cloth price.

If shipped in Bulk, one dollar five (\$1.05) cents less than cloth price.

Cement Company will not be responsible for breakage and resultant loss when shipments are made in paper bags.

Shipments to be made according to contract requirements prior to —, —.

Terms of Payment.—10 cents per barrel off for cash in ten days from date of invoice, or 30 days net from date of invoice.

If, during the life of this agreement, the financial responsibility of the Buyer becomes impaired or unsatisfactory to the Cement

Company, cash payments with above discount must be made before shipment, or satisfactory security must be given by the Buyer.

[1665½] The Cement Company reserves the right to prescribe the routing by which the shipments shall be forwarded.

The prices herein quoted are the prices on cement. If shipped in cloth sacks, the cloth sacks containing the cement are not sold, but remain the property of the Cement Company and must not be sold or used other than as containers of cement manufactured by the Alpha Portland Cement Company. The Purchaser agrees to return said sacks to the Cement Company within ninety (90) days of date of shipment of cement by the Cement Company. A rebate of twenty-five (25c) cents for each sack returned will be allowed by the Cement Company from the invoice price of the cement when the sacks are returned to the Cement Company in good condition, freight prepaid, subject to Cement Company's count and inspection. Cement Company will not accept for rebate sacks bearing brands other than its own or bags that have been wet or are otherwise worthless. Such sacks if received will be held at shipper's risk subject to his order for thirty days only. Should the Alpha Portland Cement Company change its cloth sack basis, the right is reserved to adjust the delivered price of the cement accordingly.

The price on cement stated herein is based on the transportation charges in effect at the present time and is subject to advance or reduction as the transportation charges may be advanced or reduced.

This contract shall not be fully completed and operative, nor binding upon the Cement Company, until the same shall have been approved at the home office, at Easton, Pa., and a copy with such approval returned to the Buyer.

In making delivered prices Cement Company only guarantees cost at destination and will not be responsible for shortage or damage [fol. 1666] occurring in transit. Cement Company's responsibility ceases when shipments are delivered to Railroad Company on cars at its Mill. Railroad Company's bills of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

The Purchaser shall give Cement Company shipping instructions in writing a reasonable time before shipments are to be made. The Cement Company will not be responsible for delays in transit. All orders and contracts are accepted subject to governmental restrictions, strikes, including coal strikes in either the Anthracite or Bituminous coal regions, differences with employees, accidents to machinery, fire, flood, car famine, or other contingencies beyond the control of either the Cement Company or Buyer, and said causes shall, during their existence, excuse either party from the performance of this contract and operate as a proportionate rescission thereof. Provided, that prompt notice shall be given by the party suffering from such disability to the other party, in writing, specifying the cause, otherwise this agreement shall remain in full force and effect. The Buyer shall not in any event, however, be entitled to demand or receive deliveries of cement from the Cement Company

subsequent to the date herein specified for the expiration of the agreement.

Any decline in Cement Company's market price during the life of this agreement shall apply to shipments under this agreement made after date of reduction and during such period as the lower market price may be in effect.

The cement covered by this agreement is purchased and sold with the understanding that it will be used only and exclusively in the construction of the particular operation mentioned below and for shipment as the progress of the work may require.

[1666½] The quantity of Alpha Portland Cement mentioned is for use in the work described and if Buyer shall sell or otherwise dispose of any portion of said cement or use any portion thereof in any work other than that described herein, or fail to comply with terms of payment or any of the conditions and limitations in this agreement, the Cement Company may at its option decline to make further deliveries hereunder, the Buyer remaining liable for all unpaid accounts.

The terms, conditions, and limitations herein specified are not subject to change or alteration except as may be herein otherwise expressly stipulated, any agreement, oral or otherwise, with the salesman or any other person to the contrary notwithstanding; it being further understood and agreed that all conditions of the sale are herein wholly set out.

Alpha Portland Cement to be furnished hereunder is to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but Cement Company cannot be responsible for improper use of cement, therefore it will not guarantee finished work.

This contract shall be binding upon the heirs, executors, administrators, successors or assigns of the respective parties hereto, but shall not be assigned by Buyer without written consent of Cement Company.

[fol. 1667] In Witness whereof, the parties hereto have executed this agreement the day and year first above written.

Alpha Portland Cement Company, by _____,
Buyer.

Witness as to Alpha Portland Cement Co. : _____ : as to buyer : _____.

The above contract is this _____ day of _____, A. D. 192-, approved by the Alpha Portland Cement Company at its home office.
Alpha Portland Cement Company, by _____.

Bath Portland Cement Company

Memorandum of agreement made and entered into this — day of —, 192—, by and between the Bath Portland Cement Company, Phila., Pa., hereinafter called the Cement Company, and —, of —, hereinafter called the Buyer,

Witnesseth: That the Cement Company agrees to sell and the Buyer agrees to purchase Bath Portland Cement as follows: — Barrels —,

In cloth sacks \$— per standard barrel (376 lbs. net), including (4) sacks.

If shipped in paper sacks, — cents per barrel less than cloth price. Cement Company will not be responsible for breakage and resultant loss when shipments are made in paper bags.

Shipments to be made according to contract requirements prior to —, —.

Terms of Payment.—5 cents per barrel off for cash in ten days from date of invoice, or 30 days net from date of invoice.

If, during the life of this agreement, the financial responsibility of the Buyer becomes impaired or unsatisfactory to the Cement Company, cash payments with above discount must be made before shipment, or satisfactory security must be given by the Buyer.

The Cement Company reserves the right to prescribe the routing by which the shipments shall be forwarded.

Cement Company will pay original purchaser — cents each for [fol. 1668] empty cloth cement sacks purchased hereunder on their receipt in serviceable condition at its mill, freight prepaid, subject to its inspection and count. Cement Company will not purchase sacks bearing brands other than its own, or sacks that have been wet or are otherwise useless.

This agreement shall not be binding on the Cement Company until same shall have been approved by the General Sales Manager, signed by one of its executive officers, and a copy thereof so signed and mailed or otherwise delivered to the Buyer.

In making delivered prices, Cement Company will not be responsible for shortage or damage occurring in transit. Cement Company's responsibility ceases when shipments are delivered to Railroad Company on cars at its mill. Railroad Company bills of lading shall be conclusive as to quantity and good condition of both Cement and Packages when loaded on cars. The Buyer to have the benefit of any reduction and be liable for any advance in freight rates.

The Purchaser shall give Cement Company shipping instructions in writing a reasonable time before shipments are to be made. The Cement Company will not be responsible for delays in transit. All orders and contracts are accepted subject to strikes, including coal strikes in either the Anthracite or Bituminous coal regions, differences with employees, accidents to machinery, fire, flood, car famine or other contingencies beyond the control of either the Cement Com-

pany or Buyer, and said causes shall, during their existence, excuse either party from the performance of this contract and operate as a proportionate rescission thereof. Provided that prompt notice shall be given by the party suffering from such disability to the other party in writing, specifying the cause, otherwise this agreement shall re-[fol. 1668 $\frac{1}{2}$] main in full force and effect. The Buyer shall not in any event, however, be entitled to demand or receive deliveries of cement from the Cement Company subsequent to the date herein specified for the expiration of the agreement.

The cement covered by this agreement is purchased and sold with the understanding that it will be used only and exclusively in the construction of the particular operation mentioned below, and it is a condition of this contract that the Buyer and user of the cement covered by this agreement have heretofore contracted for the work in question.

.....

.....

The quantity of Bath Portland Cement mentioned is for use in the work described, and if Buyer shall sell or otherwise dispose of any portion of said cement or use portion thereof in any work other than described herein, or fail to comply with terms of payment or any of the conditions and limitations in this agreement, the Cement Company may at its option decline to make further deliveries hereunder, the Buyer remaining liable for all unpaid accounts.

The terms, conditions and limitations herein specified are not subject to change or alteration except as may be herein otherwise expressly stipulated, any agreement, oral or otherwise, with the salesman or any other person to the contrary notwithstanding; it being further understood and agreed that all conditions of the sale are herein wholly set out.

Bath Portland Cement to be furnished hereunder is to conform in [fol. 1669] every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the America Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but Cement Company cannot be responsible for improper use of cement, therefore it will not guarantee finished work.

This contract shall be binding upon the heirs, executors, administrators, successors or assigns of the respective parties hereto, but shall not be assigned by Buyer without written consent of Cement Company.

In Witness whereof, the parties hereto have executed this agreement the day and year first above written.

Bath Portland Cement Company, by ———. ———,
Buyer.

Witness as to cement company: ———. Witness as to buyer:
———.

The above contract is this — day of —, A. D., 192—, approved,
—, General Sales Manager.

[fol. 1669½]

GOVT. EX. No. 575

Contract No. 2008

Memorandum of agreement made and entered into this 14th day of November, 1919, by and between the Coplay Cement Manufacturing Company, Coplay, Pa., hereinafter called the Cement Company, and Windsor Cement Company, Inc., of Hartford, Conn., hereinafter called the Buyer.

Witnesseth: That the Cement Company agrees to sell and the Buyer agrees to purchase Saylor's Portland Cement as follows: Two Thousand (2,000) barrels f. o. b. car, Hartford, Conn., in carload lots.

In cloth sacks \$2.94, per standard barrel (376 lbs. net), including (4) sacks.

If shipped in paper sacks, thirty-five (35c) cents per barrel less than cloth price.

Cement Company will not be responsible for breakage and resultant loss when shipments are made in paper bags.

Shipments to be made according to contract requirements prior to December 31st, 1920.

Terms of Payment: 5 cents per barrel off for cash in ten days from date of invoice, or 30 days net from date of invoice.

If, during the life of this agreement, the financial responsibility of the Buyer becomes impaired or unsatisfactory to the Cement Company, cash payments with above discount must be made before shipment, or satisfactory security must be given by the Buyer.

[fol. 1670] The Cement Company reserves the right to prescribe the routing by which the shipments shall be forwarded.

Cement Company will pay original purchaser 15 cents each for empty cloth cement sacks purchased hereunder on their receipt in serviceable condition at its mill, freight prepaid, subject to its inspection and count. Cement Company will not purchase sacks bearing brands other than its own, or sacks that have been wet or are otherwise useless.

If shipments should be required from bins set aside for the storage of specially tested cement, a charge of three cents per barrel will be made for storage service in addition to the price named in this contract.

This agreement shall not be binding on the Cement Company until same shall have been approved by the General Sales Manager, signed by one of its executive officers, and a copy thereof so signed and mailed or otherwise delivered to the Buyer.

In making delivered prices, Cement Company will not be responsible for shortage or damage occurring in transit. Cement Company's responsibility ceases when shipments are delivered to Railroad Com-

pany on cars at its mill. Railroad Company's bills of lading shall be conclusive as to quantity and good condition of both Cement and Packages when loaded on cars. The Buyer to have the benefit of any reduction and be liable for any advance in freight rates.

The Purchaser shall give Cement Company shipping instructions in writing a reasonable time before shipments are to be made. The Cement Company will not be responsible for delays in transit. All orders and contracts are accepted subject to strikes, including coal strikes in either the Anthracite or Bituminous coal regions, differences with employes, accidents to machinery, fire, flood, car famine [fol. 1670½] or other contingencies beyond the control of either the Cement Company or Buyer, and said causes shall, during their existence, excuse either party from the performance of this contract and operate as a proportionate rescission thereof. Provided that prompt notice shall be given by the party suffering from such disability to the other party in writing, specifying the cause, otherwise this agreement shall remain in full force and effect. The Buyer shall not in any event, however, be entitled to demand or receive deliveries of cement from the Cement Company subsequent to the date herein specified for the expiration of this agreement.

The cement covered by this agreement is purchased and sold with the understanding that it will be used only and exclusively in the construction of the particular operation mentioned below, and it is a condition of this contract that the Buyer and user of the cement covered by this agreement have heretofore contracted for the work in question.

Gasoline station for Atlantic Refining Company, Hartford, Conn. Contractor: Metzger & Fisher, Philadelphia, Pa. Attention is called to the paragraph on the back of this sheet which is a part of this contract.

The price named herein is subject to change in the price of cloth bags. The change, however, will not affect the net price of cement, as we will repurchase cloth bags at the same price charged for them.

The price mentioned herein will be advanced to the extent of any additional War Taxes on transportation charges on cement imposed by the U. S. Government.

The quantity of Saylor's Portland Cement mentioned is for use in the work described, and if Buyer shall sell or otherwise dispose of any portion of said cement or use portion thereof in any work other [fol. 1671] than described herein, or fail to comply with terms of payment or any of the conditions and limitations in this agreement, the Cement Company may at its option decline to make further deliveries hereunder, the Buyer remaining liable for all unpaid accounts.

The terms, conditions and limitations herein specified are not subject to change or alteration except as may be herein otherwise expressly stipulated, any agreement, oral or otherwise, with the salesman or any other person to the contrary notwithstanding; it being further understood and agreed that all conditions of the sale are herein wholly set out.

Saylor's Portland Cement to be furnished hereunder is to conform in every respect to specifications of United States Government or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but Cement Company cannot be responsible for improper use of cement, therefore it will not guarantee finished work.

This contract shall be binding upon the heirs, executors, administrators, successors or assigns of the respective parties hereto, but shall not be assigned by Buyer without written consent of Cement Company.

In Witness whereof, the parties hereto have executed this agreement the day and year first above written.

Coplay Cement Manufacturing Company, by Emil Loeb, 1st Vice-Pres. A. A. Jackson, Vice-Pres. Windsor Cement Co., Inc., Buyer.

[fol. 1671½] Witness: E. J. Dongan, as to cement company.

Witness: R. H. Seguire, as to buyer.

The above contract is this seventeenth day of November, A. D., 1919, approved.

J. F. Twamley, General Sales Manager.

Should the market price of Saylor's Portland Cement decline during the life of this contract, we shall apply to shipments on account of it, the market price of Saylor's Portland Cement in effect the day shipments move.

Coplay Cement Manufacturing Co., By J. F. Twamley, General Sales Manager.

[fol. 1672]

GOVT. EX. No. 576

Dexter Portland Cement Company

Nazareth, Pa.

Specific Work—Sales Contract, No. 1066

This Agreement, and a duplicate hereof, made this 31st day of August, 1918, by and between Dexter Portland Cement Company (a corporation), Nazareth, Pa., hereinafter called "Seller," and Ruffin & Payne, of Richmond, Va., hereinafter called "Buyer," Witnesseth:

That in consideration of the price and subject to all the terms, conditions and limitations set forth on this and the reverse side hereof, which it is hereby mutually understood and expressly agreed are a part hereof, Seller hereby sells and agrees to deliver, and the Buyer hereby purchases and agrees to receive and pay for 900 barrels

of "Dexter" Portland Cement, at a price of \$2.67 per standard bbl., in 4 cloth bags, in carload lots, f. o. b. cars South Richmond, Va., to be used in the following described work, and shipped between the date hereof and December 31, 1918.

Description of work.—Virginia Baking Company's new building, South Richmond, Va. (9th & Perry Sts.). Contractor E. L. Bass & Bros., South Richmond, Va.

"If at any time during the life of this contract the Seller advances or reduces the repurchase price of cloth bags in accordance with terms on back hereof, the price named herein shall be advanced or reduced accordingly."

The price stated herein is based on the freight rates in effect at the present time, and is subject to advance or reduction, as the freight [fol. 1672½] rates may be advanced or reduced, and will also be advanced to the extent of any additional war taxes imposed by the Government on transportation charges.

This contract is intended to, and does, within the limitations hereof, cover the entire quantity of Portland Cement which Buyer shall, during the time herein specified, furnish or use in the work above described.

The amount of Portland Cement required for the said work is estimated by Buyer at 900 barrels, but nothing herein contained shall obligate Seller to furnish hereunder more than the quantity of "Dexter" Portland Cement actually furnished by Buyer for, and used in, said work. Said cement is to be shipped as nearly as practicable to meet the necessities of the work; it being understood, however, that under no circumstances shall Seller be obligated to ship hereon more than — barrels during any one calendar month; or during any 30 day period; it being further provided, however, that Buyer shall in any event receive and pay for in accordance with price and terms hereof, all cement shipped hereunder.

This contract shall be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto, but shall not be assigned by Buyer without written consent of Seller.

Entered into and signed, subject to official written approval of an Executive Officer of Seller at its General Office, Nazareth, Pa., the day and year first above written.

Dexter Portland Cement Company, Seller, By H. P. Yeisley.
Ruffin & Payne, Buyer.

Approved Sept. 9th, 1918, by R. W. Hilles, at Nazareth, Pa.

[fol. 1673] Other Terms, Conditions, and Limitations Governing
This Contract

The quantity of "Dexter" Cement mentioned on reverse side hereof is for use in the work described, and if Buyer shall sell or otherwise dispose of any portion of said cement, or use any portion thereof in any work other than above described or assign this contract or any part thereof, or fail to comply with terms of payment, or any of

the conditions and limitations in this agreement set out, or if in the opinion of Seller the Buyer's credit be or become impaired, then, in any such event or events, Seller may, at his option, decline to make further deliveries hereunder, Buyer remaining liable for all unpaid accounts.

Buyer, when ordering cement to be shipped hereon, shall refer to this contract by its number and date, and the Buyer shall, on or about the first day of each month, if requested by and on forms furnished by Seller, correctly inform the Seller of the amount of "Dexter" Cement delivered or used by him on the above described work during the preceding month or months since date hereof.

The terms of payment shall be as follows, viz.: 30 days net, or, if invoice is Paid in Full within 10 days from date of shipment, 5 cents per barrel discount will be allowed, provided the Purchaser has satisfied all past due prior indebtedness to us; payments to be made in cash or equivalent at Seller's Office, Nazareth, Pa. Freight charges per tariff applying, from Nazareth, Pa., to point of delivery specified, shall be paid by Buyer for account of Seller, and the original paid freight bills sent to Seller promptly for proper credit.

The price herein provided includes the packages in which the cement shall be shipped, and is based upon the present freight rate and is subject to advance or reduction as the freight rate may be advanced or reduced.

Seller will pay original purchaser 10 cents each for empty cloth cement bags purchased hereunder bearing its brand, on their re-[fol. 1673 $\frac{1}{2}$] ceipt in serviceable condition at Seller's Mill, if returned within 90 days after their purchase, freight prepaid to Nazareth, Pa., subject to Seller's inspection and count. Seller will not purchase bags bearing brands other than its own, or bags that have been wet or are otherwise useless.

All railroad demurrage, car service, and terminal charges imposed at destination shall be settled for, and borne by, Buyer.

The price specified on the reverse side hereof is a firm price, and not subject to change or alteration except as may be herein otherwise expressly stipulated, any agreement, oral or otherwise, with the salesman or any other person to the contrary notwithstanding; it being further understood and agreed that all conditions of the sale are herein wholly set out.

Seller reserves the right to determine and direct the route by which shipments hereunder shall be forwarded.

Buyer shall give Seller shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond Seller's control and Seller will not be responsible for delays in transit.

The "Dexter" Portland Cement to be shipped hereunder is when shipped to conform in every respect to Specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society

of Civil Engineers, but Seller cannot be responsible for improper use of Cement therefore will not guarantee finished work.

A test sheet signed by our chemist will be sent to each purchaser as evidence of our compliance with the above guarantee.

Time is the essence of this contract.

[fol. 1674]

GOVT. EX. NO. 577

Duplicate

The Edison Portland Cement Co.

Boston, Mass.; New York, N. Y.; Philadelphia, Pa.

The Edison Portland Cement Company, a corporation of New Jersey (hereinafter called the "Cement Company") sells, and Watertown Coal Company, Watertown, Mass. (hereinafter called the "Purchaser") purchases, Edison Portland Cement on the following terms and conditions:

The purchaser does hereby represent to Cement Company that Thirteen Hundred Ninety-two (1392) barrels of cement are to be used in the construction of Drainage Work, Watertown, Mass. Owner—Town of Watertown, Mass. (day work by owners). Name of street and number of barrels to be used for each street work as specified on rider. Boylston St., 90 bbls.; Chauncy St., 54 bbls.; Adams Ave., 54 lbs.; California St., 102 bbls.; Concord Rd., 39 bbls.; Dartmouth St., 24 bbls.; Fairfield St., 27 bbls.; Porter St., 36 bbls.; Putnam St., East, 33 bbls.; Putnam St., West, 48 bbls.; Beechwood Ave., 51 bbls.; Hardy Ave., 57 bbls.; Hillside Rd., 63 bbls.; Maplewood St., 96 bbls.; Pleasant St., 84 bbls.; Summer St., 36 bbls.; Crawford St., 45 bbls.; Stewart St., 84 bbls.; Summit Rd., 36 bbls.; Maplewood Rd., 96 bbls.; Arlington St., 156 bbls.; Kimball Rd., 30 bbls.; Templeton Park, 24 bbls.; Edgecliff St., 27 bbls.; and that he hereby purchases the full Portland Cement requirements of the work herein described, and that no portion thereof [fol. 1674½] will be used for any other purposes, whatsoever.

Place of delivery: Union Market, Mass.

Time of delivery: As advised prior to December 31st, 1920.

The Purchaser shall give the Cement Company shipping instructions, in writing, a reasonable time before shipments are to be made; the Cement Company shall not be obliged, except at its option, to make deliveries after December 31st, 1920. The Cement Company shall have the right to direct the route by which all shipments hereunder shall be forwarded. The price in cloth is based on a cloth sack basis of 15 cents and should we change our cloth sack basis during the life of this contract the right is reserved to adjust the delivered price of cement accordingly.

The Cement Company shall not be responsible for delays in manu-

facture or shipping, due to strikes, differences with employees, scarcity of labor, accident, inability to secure cars, coal or material, fire, flood, warfare, or other causes not under its control, nor for any delay in transportation. All railroad and lighterage demurrage, car service and terminal charges at destination shall be settled for and borne by the purchaser.

Price: Per standard barrel, including package, (376 lbs. net). \$2.94 in cloth sacks, carload lots. \$2.59 in paper bags, carload lots.

Price includes freight from mill to destination and will be increased at the option of the Cement Company to cover any advance in freight rates or taxes thereon at any time during the life of this contract.

The Cement Company will not be responsible for loss or damage to cement or packages in transit. The Railway Company's bills of lading shall be conclusive as to quantity and good condition of [fol. 1675] cement when loaded on cars, at the Cement Company's plant.

Payment: Five cents (5c) per barrel discount for cash in ten (10) days from date of invoice, or net cash in thirty (30) days.

Sacks must be paid for at the same time as cement.

If, at any time, the financial responsibility of Purchaser is unsatisfactory to the Cement Company, it reserves the right to require payments in advance, or satisfactory security or guarantee that invoices will be promptly paid when due.

If Purchaser fails to comply with terms of payment, the Cement Company reserves the right to cancel unfilled portion of any contract or order, Purchaser remaining liable for all unpaid accounts.

Package: The value of the packages are included in the herein stated prices. Shipments made in paper bags are at the Purchaser's risk of breakage and resultant loss of cement. If cement is shipped in cloth sacks, the Cement Company will repurchase from the original Purchaser, at fifteen cents (15c) each, the empty cloth sacks bearing the "Edison" brand, which are received by it in good condition, freight prepaid, at its works at New Village, N. J., within ninety (90) days from date of shipment of cement.

Claims for loss or damage will not be considered unless supported by seal record and railroad agent's acknowledgment on freight bill. Freight over-charge claims must be accompanied by original receipted freight bill.

Cancellation: It is understood and agreed by the parties hereto, that if any of the representations made by said Purchaser to Cement Company in and about securing the execution of this contract by Cement Company, are untrue, or, if any of the cement delivered [fol. 1675½] hereunder is used for any purpose other than as represented, that then, and in such case, upon learning thereof, the Cement Company may cancel this contract, or the undelivered portion thereof, or any other order given to the Cement Company by said Purchaser, and such cancellation shall in no wise release said Purchaser from unpaid accounts, or from liability to said Cement Company at the contract price for cement delivered prior to such cancellation.

Specifications: The cement delivered under this contract is, when shipped, to conform in every respect to specifications of the United States Government for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers. The Cement Company cannot be responsible for improper use of cement and, therefore, will not guarantee finished work.

Assignment of Contract: This contract shall not be assigned by the Purchaser, except upon written assent thereto by the Cement Company.

Executed by the parties hereto, this 12th day of April, 1920, at Watertown, Mass.

The Edison Portland Cement Company, By A. C. Bruff, Vice President & New England District Sales Manager. (Purchaser's Signature:) Watertown Coal Co., by P. T. Sprague.

The above contract is this the 14th day of April, 1920, approved for The Edison Portland Cement Company at its General Office, New York, N. Y.

The Edison Portland Cement Co., by J. C. La Rue, Secretary. (Seal.) W. D. C.

[fol. 1676]

Govt. Ex. No. 578

Glens Falls Portland Cement Co., Manufacturers "Iron Clad"
Portland Cement
Glens Falls, N. Y.

Boston Office: 18 Tremont St. Telephone: 2830-Main
Boston, Mass.

Specific Work—Sales Contract, No. —

This agreement, and a duplicate hereof, made this — day of —, 19—, by and between Glens Falls Portland Cement Company (a Corporation, of Glens Falls, N. Y.,) hereinafter called "Seller," and — — —, of — — —, hereinafter called "Buyer," witnesseth:

That in consideration of the price and subject to all the terms, conditions and limitations set forth on this and the reverse side hereof, which it is hereby mutually understood and expressly agreed are a part hereof, Seller hereby sells and agrees to deliver, and the Buyer hereby purchases and agrees to receive and pay for approximately — barrels of Iron Clad Portland Cement, at a price of \$— per standard bbl. in 4 cloth bags, — 4 paper bags.

The prices on cement stated herein are based on the freight rates in effect at the present time and are subject to advance or reduction as the freight rates may be advanced or reduced. These prices will

be advanced to the extent of any additional war taxes, on transportation charges on cement, imposed by the Government.

If bin-tested cement is required 3 cents per barrel must be added to the above price.

[fol. 1676½] In carload lots, f. o. b. cars — to be used in the following described work, and shipped between the date hereof and —.

Any decline in Seller's market price during the life of this agreement shall apply to shipments under this agreement made after date of reduction, and during such period as the lower market price may be in effect.

Description of Work

This contract is intended to, and does, within the limitations hereof, cover the entire quantity of Portland Cement which Buyer shall, during the time herein specified, furnish or use in the work above described.

The amount of Portland Cement required for the said work is estimated by Buyer at — barrels, but nothing herein contained shall obligate Seller to furnish hereunder more than the quantity of Iron Clad Cement actually furnished by Buyer for, and used in, said work. Said cement is to be shipped as nearly as practicable to meet the necessities of the work; it being understood, however, that under no circumstances shall Seller be obliged to ship hereon more than — barrels during any one calendar month; or during any 30 day period; it being further provided, however, that Buyer shall in any event receive and pay for in accordance with price and terms hereof, all cement shipped hereunder.

Buyer shall have no right to assign this contract. The material covered by it is sold to Buyer upon the representation that it is purchased for use in the construction of work referred to. Use of the cement in any other work than that specified or disposition of it for any other purpose or resale of it for use in other than above described work shall give Seller the option to terminate this contract and to refuse to deliver any more cement under it.

[fol. 1677] This contract shall be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto, but shall not be assigned by Buyer without written consent of Seller.

Entered into and signed, subject to official written approval of an Executive Officer of Seller at its General Office, Glens Falls, N. Y., the day and year first above written.

Glens Falls Portland Cement Company, Seller, by — — — — —
— — — — —, Buyer.

Approved — — — — —, 19—, by — — — — —, at Glens Falls, N. Y.

Other Terms, Conditions, and Limitations Governing This Contract

Buyer, when ordering cement to be shipped hereon, shall refer to this contract by its number and date, and the Buyer shall, on or about the first day of each month, if requested by and on forms

furnished by Seller, correctly inform the Seller of the amount of Iron Clad Cement delivered or used by him on the work described during the preceding month or months since date hereof.

The terms of payment shall be as follows, viz.: 30 days net, or, if invoice is Paid in Full within 10 days from date of shipment, 10 cents per barrel discount will be allowed, payments to be made in cash or equivalent at Seller's Office, Glens Falls, N. Y. Freight [fol. 1677½] charges per tariff applying, from Glens Falls, N. Y., to point of delivery specified, shall be paid by Buyer for account of Seller, and the original paid freight bills sent to Seller promptly for proper comparison.

If at any time the financial responsibility of Buyer becomes impaired or unsatisfactory to Seller it reserves the right to require payments in advance or satisfactory security or guarantee that invoices will be promptly paid when due. If Buyer fails to comply with terms of payment, Seller reserves the right to cancel unfilled portion of any contract or order, Buyer remaining liable for all unpaid accounts.

The price herein provided includes the packages in which the cement shall be shipped.

Seller will pay original purchaser, and not any assignee, or trustee, 10 cents each for empty cloth cement bags purchased hereunder bearing its brand, on their receipt in serviceable condition at Seller's mill, if returned within 90 days after their purchase, freight prepaid, subject to Seller's inspection and count. Seller will not purchase bags bearing brands other than its own, or bags that have been wet or otherwise made useless.

Buyer shall report to Seller all claims for shortage or damage within five (5) days after receipt of shipment. Claims must be accompanied by the shipping card which is sent in each car, and must be verified by notation, on the paid Freight Voucher, by the Freight Agent at the receiving station.

The price specified on the reverse side hereof is a firm price and not subject to change or alteration except as may be herein otherwise expressly stipulated, any agreement, oral or otherwise, with the salesman or any other person to the contrary notwithstanding; it being further understood and agreed that all conditions of the sale are herein wholly set out.

[fol. 1678] Seller reserves the right to determine and direct the route by which shipments hereunder shall be forwarded. All railroad demurrage car service and terminal charges at destination shall be settled for and borne by purchaser.

Buyer shall give seller shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond Seller's control, and Seller will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, Seller reserves the right to prorate its shipment of cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder Seller may have accepted and may from time to time accept, other orders and contracts so as to have a market for its

entire estimated output of cement under normal conditions; therefore in the event Seller shall at any time, because of any such contingency, be unable to deliver to all its customers the entire quantity of cement required and called for by all its contracts then in force, the total of Seller's production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly and there shall be no liability on Seller's part for the reduction so made.

The Iron Clad Portland Cement to be shipped hereunder is, when shipped, to conform in every respect to Specifications of United States Government, or Standard Specifications for Portland Cement adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but Seller cannot be responsible for improper use of cement, therefore will not guarantee finished work.

Time is the essence of this contract.

[fol. 1678½]

GOVT. EX. NO. 579

Duplicate

Giant Portland Cement Company

Main Office 603-610 Pennsylvania Building, Philadelphia, Pa.; New
York Office: 30 Church Street

Specific Work—Sales Contract No. P-1130

This agreement, in triplicate, made this fourth day of February, 1921, by and between Giant Portland Cement Company (a corporation) of Delaware, U. S. A., hereinafter called "Seller" and E. M. Rodrock Company, Paterson, N. J., hereinafter called "Buyer," witnesseth:

That in consideration of the price and subject to all the terms, conditions and limitations set forth on this and the reverse side hereof, which it is hereby mutually understood and expressly agreed are a part hereof, Seller hereby sells and agrees to deliver, and the Buyer hereby purchases and agrees to receive and pay for 2,500 barrels of Giant Portland Cement at a price of \$3.53 per standard barrel in 4 cloth sacks, in carload lots f. o. b. cars Paterson, New Jersey, to be used in the following described work, and shipped between the date hereof and Dec. 31st, 1921, under Buyer's contract dated ———, 192—.

Price in cloth sacks includes sacks at 25 cents each.

If at any time the Seller shall experience such difficulty in securing cloth sacks as, in its opinion, makes shipment in cloth sacks impracticable (of which difficulty and impracticability it shall be the [fol. 1679] sole judge), then upon 30 days' notice to the Buyer, it

may (until such difficulty is removed), ship either in paper sacks at a price of \$2.78 per barrel, or at the option of the Buyer in bulk where practicable, at a price of \$2.48 per barrel f. o. b. cars destination above specified.

Price is based on present rate of freight and is subject to advance or reduction in present rate from the Seller's mills to point of delivery specified above. Price for water delivery is based on present rail rate and cost of water transportation and is subject to advance or reduction in the present rates.

Description of Work: Repairs at Crew SF Co. plant. New building and addition to plant- National Silk Dyeing Company—F. G. Pittet Constr. Co., contrs. Any shipments made on this contract will be at the current price of "Giant" Portland Cement if such price is below contract price herein mentioned.

This contract is intended to, and does, within the limitations hereof, cover the entire quantity of Portland Cement which Buyer shall, during the time herein specified, furnish or use in the work above described.

The amount of Portland Cement required for the said work is estimated by Buyer at 2,500 barrels, but nothing herein contained shall obligate Seller to furnish hereunder more than a maximum quantity of 2,750 barrels (said maximum quantity being 110% of estimated requirements). Said cement is to be shipped as nearly as practicable to meet the necessities of the work; it being understood, however, that under no circumstances shall Seller be obligated to ship hereon more than 500 barrels during any one calendar month, or during any 30 day period; it being further provided, however, that Buyer shall in any event receive and pay for in accordance with price and terms hereof, all cement shipped hereunder.

[fol. 1679½] This contract shall be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto, but shall not be assigned by Buyer without written consent of Seller.

Entered into and signed, subject to official written approval of an Executive Officer of Seller at its general office, Philadelphia, Pa., the day and year first above written. This contract must be returned within ten (10) days from date or it becomes null and void at our option.

Giant Portland Cement Company, Seller, by Charles F. Conn, President.

Accepted February 7, 1921, by E. M. Rodrock Co.

Other Terms, Conditions, and Limitations Governing This Contract

The quantity of Giant Portland Cement mentioned on reverse side hereof is for use in the work described, and if Buyer shall sell or otherwise dispose of any portion of said cement, or use any portion thereof in any work other than within described or assign this contract or any part thereof, or fail to comply with any of the conditions and limitations in this agreement set out, Seller may, at its option, decline

to make further deliveries, Buyer remaining liable for all unpaid accounts.

The terms of payment shall be as follows, viz.: 30 days net, or, if invoice is paid full, within ten (10) days from date of shipment and there are no past due bills outstanding for prior shipments, 10 [fol. 1680] cents per barrel discount will be allowed, payments to be made in cash or equivalent at Seller's office, Philadelphia, Pa.

Freight charges per Tariff applying from Seller's mill from which shipment is made to point of delivery specified, shall be paid by Buyer for account of Seller, and the original paid freight bills sent to Seller promptly for proper credit.

Seller reserves the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges imposed at destination shall be settled for, and borne by, Buyer.

Orders are subject to approved credit and if the Buyer fails to fulfill the terms of payment under this or other existing contracts between the Buyer and the Seller, the Seller may defer further shipments until such payments are made, or may, at its option, terminate the contract. The Seller reserves the right, even after partial shipments on account of this contract, to require from the Buyer satisfactory security for performance of the Buyer's obligations; and refusal to furnish such security, will entitle the Seller to suspend such shipments until such security is furnished or to terminate this contract. Termination of the contract under any of these conditions, shall not prejudice any claim for damages that the Seller may be entitled to make.

Buyer, when ordering cement to be shipped hereon, shall refer to this contract by its number and date, and the Buyer shall, on or about the first of each month, if requested by and on forms furnished by the Seller, correctly inform the Seller of the amount of Giant Cement delivered or used by him on the above described work during the preceding month or months since date hereof.

Seller will pay original Buyer the amount per cloth sack included in price invoiced for sacks purchased hereunder, bearing its brand on [fol. 1680½] their receipt in serviceable condition at Seller's mill, Egypt (Lehigh County), Pa., Ironton Railroad delivery, freight prepaid, if returned within 90 days after their purchase, subject to Seller's inspection and count. Seller will not purchase sacks bearing brands other than its own, or sacks that have been wet or are otherwise useless.

If at any time during the life of this Contract, the Seller should make a general advance or reduction in price of cloth sacks in its quotations, such advance or reduction shall apply to any unfilled portion of this contract, and such sacks will be repurchased by Seller at the same price at which they are billed to the original Buyer, under terms as outlined hereon in the clause governing the return of cloth sacks.

Seller's invoice quantities shall be the basis for settlement, and Buyer shall not hold Seller responsible for shortage of, or damage to, either cement or packages occurring in transit. Railroad Company's

bills of lading at the point of shipment shall be conclusive as to quantity and good condition of cement and packages when loaded on cars at Seller's mill.

The price specified on the reverse side hereof is a firm price, and not subject to change or alteration except as may be herein otherwise expressly stipulated, any agreement, oral or otherwise, with the salesman or any other person to the contrary notwithstanding; it being further understood and agreed that all conditions of the sale are herein wholly set out.

Delays.—The Buyer shall give shipping instructions in writing a reasonable time before shipments are to be made. The Seller shall not be responsible for delays in manufacture or shipping, due to strikes, differences with employeess, scarcity of labor, accident, inability to secure cars, coal or material, fire, flood, warfare, acts of the public enemy, regulation or control of any State or of the United States, or of any public authority or agency thereof, or other causes not under its control, nor for any delay in transportation.

Should any contingency at any time arise whereby production or shipments are curtailed or delayed, Seller reserves the right to prorate shipments of cement to all buyers of record at such time. In addition to orders or contracts accepted hereunder, Seller may have accepted and shall from time to time accept other orders and contracts, so as to have a market for its entire estimated output of cement under normal conditions. Therefore in the event Seller shall at any time or for any cause be unable to deliver to all customers the entire quantity of cement required and called for by all its contracts then in force, the total of its production then available shall be applied pro rata on all said contracts, according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly and there shall be no liability on Seller's part for the reduction so made.

Specifications.—Giant Portland Cement is guaranteed to meet the requirements of the standard specifications adopted by the American Society for Testing Materials. We cannot be responsible for improper use of cement and therefore will not guarantee finished work.

Under this contract Seller will not provide bins for the storage of specially tested cement, unless otherwise expressly agreed.

[fol. 1681½]

Govt. Ex. No. 580

Hercules Cement Corporation

Executive Office: Finance Building, Philadelphia, Pa.; General Sales
Office: 23 West 43d Street, New York City

Contract No. —

Hercules Cement Corporation hereinafter called Seller, hereby agrees to sell and ———, hereinafter called Purchaser, agrees to

purchase Hercules Portland Cement on the following terms and conditions:

Place of Delivery: F. O. B. —.

Time of Delivery: —.

Seller shall not be obliged to ship hereunder more than — bbls. during any one calendar month or during any 30-day period.

Seller shall not be liable for delays in manufacture or shipping, caused by strikes, scarcity of labor, accident to plant or machinery, inability to secure cars, coal or material, fire, flood, warfare, acts of God, or other causes not under Seller's control; neither shall Seller be liable for delays in transportation.

Description of Work.—Purchaser hereby agrees that all of the cement purchased hereunder shall be used in the following described work, to wit: —, and that no portion hereof will be resold by the Purchaser for use on any other work, or used for any purpose or for any work other than above described.

[fol. 1682] Quantity: —.

Additional Quantity: In case the quantity herein specified proves insufficient for the needs of the Purchaser for Portland Cement within the time limit of delivery herein on the above-described work, Purchaser agrees to purchase and Seller agrees to sell a reasonable additional quantity of Hercules Cement at the same price and on same terms and conditions as herein specified, to meet the said reasonable additional needs of Purchaser for said work within said time limit.

Price: — per standard barrel including package, in carload lots, to be packed in —.

Price includes freight at present rates, and will be increased to cover any advance in freight rates, and any additional Government tax on freight, at any time during the life of this contract. Purchaser shall pay all freight charges for account of Seller.

Terms of Payment: Net cash in 30 days or 5c. per bbl. discount for payment in full within 10 days from date of invoice, provided all then prior existing indebtedness shall have been satisfied. Sacks must be paid for at same time as cement.

If at any time the financial responsibility of Purchaser becomes impaired or unsatisfactory to Seller, the latter reserves the right to require payments in advance or satisfactory security or guarantee that invoices will be promptly paid when due.

Shipping Instructions: Purchaser shall give to Seller shipping instructions in writing a reasonable time in each instance before shipments are to be made.

Routing and Terminal Charges: Seller shall have the right to direct the route by which all shipments hereunder shall be forwarded. All demurrage, car service and terminal charges imposed at destination shall be settled for and borne by Purchaser. Claims for [fol. 1682½] loss or damage will not be considered unless presented within 60 days from date of shipment, supported by seal record and railroad agent's acknowledgment thereof on original paid freight bill. Freight over-charge claims must be supported by original paid freight bill.

Sacks: Seller will re-purchase from the Purchaser at 25c. each the empty cloth sacks bearing the Hercules brand which are received by it in good condition, freight prepaid, at its works at Hercules, Penna., within 90 days from date of shipment of cement.

Specifications: The Hercules Cement to be shipped hereunder is to conform in every respect to "Standard Specifications and Tests for Portland Cement" C9-17 of the American Society for Testing Materials.

Assignment of Contract: This contract shall not be assigned by Purchaser except with written prior consent of the Seller.

The seller reserves the right to increase the repurchase price of its sacks and upon notice to this effect the Price mentioned above shall be advanced proportionately per barrel on all deliveries thereafter.

If Purchaser at any time fails to comply with any of the terms or conditions of this contract, Seller reserves the right to cancel the then unfilled portion of this and/or other then existing contracts (and orders) between the parties, Purchaser remaining liable for all then unpaid accounts.

Executed by the parties hereto, this — day of —, 191—.

(Purchaser's Signature:) ——. Hercules Cement Corporation, by —, Sales Manager.

Approved —, —.

Form 47-1M-2-19.

[fol. 1683]

Govt. Ex. No. 581

Special Sale Contract

The Knickerbocker Portland Cement Company, Inc., hereinafter called the Seller, sells and agrees to furnish and deliver; and Manchester & Hudson Company, Providence, R. I., hereinafter called the Buyer, purchases and agrees to receive and pay for Five Thousand (5000) barrels, more or less, of Knickerbocker Portland Cement, on the terms and conditions hereinafter expressed. The variance shall not in any case exceed Ten (10) per cent.

The purchase covers the entire quantity of Portland Cement required by the Buyer on the following described work: Building for Indian Packing Company, Providence, R. I.

Seller will not be required to deliver more than One Thousand Five Hundred (1500) barrels in any one calendar month.

Price per barrel in cloth packages, in carload lots, \$2.94 f. o. b. cars Providence, R. I.

When shipped in cloth sacks, it is agreed that the empties may be returned, subject to Seller's count and inspection, and for all received in good condition at Seller's factory, Hudson Upper, N. Y., with carrying charges prepaid by the Buyer, credit will be allowed at the rate of fifteen cents (15c.) each. A barrel of Knickerbocker Portland Cement, when packed in wood, weighs four hundred (400) pounds gross. When packed in cloth or paper sacks there are

four to the barrel, each weighing ninety-five (95) pounds gross. Shipments in paper sacks will be made only at Buyer's risk of [fol. 1683½] breakage and resultant loss of cement.

Terms of Payment: Thirty (30) days net on approved credit; five cents (5c.) per barrel discount will be allowed for payment in full within ten (10) days from date of invoice; all bills payable at 30 East 42nd Street, N. Y., in New York or Boston exchange.

If, during the life of this contract, the financial responsibility of the Buyer becomes impaired or unsatisfactory to the Seller, it reserves the right to require the Buyer to make payment in advance, or to give satisfactory security or guarantee that invoices will be promptly paid when due.

Transportation: Seller reserves the right to control the routing of all shipments under this contract. Buyer agrees to give Seller shipping instructions a reasonable time before shipments are to be made. Seller or Buyer shall not be responsible for delays due to the existence of war, strikes, lockouts, scarcity of labor, accidents, inability to secure cars, coal or material, transportation delays, fire, flood, acts of God, or other causes beyond the control of either the Seller or Buyer, preventing or interfering with the production, shipment or use of all or any part of the cement herein referred to.

Seller shall not be held responsible for shortage or damage to cement or packages occurring in transit. Transportation Company's Bill of Lading shall be conclusive as to quantity, also as to cement and packages being in good condition when loaded at Seller's factory.

Freight Rates: In case freight rates affecting transportation of any part of the cement covered hereby shall be increased or decreased during the life of this contract, the price hereinbefore set forth shall be advanced or decreased accordingly.

[fol. 1684] Specifications: Knickerbocker Portland Cement is guaranteed to meet the requirements of the Standard Specifications for Portland Cement adopted by the American Society for Testing Materials. Seller will not be responsible for the improper use of cement, therefore will not guarantee finished work.

It is understood and agreed that the cement sold and to be delivered under this contract is not to be used for any other purpose than for the work specified herein, nor may this agreement be transferred or sublet by Buyer without written consent of the Seller being obtained.

Executed by the parties hereto, this 30th day of December, 1919.

Knickerbocker Portland Cement Company, Inc., by A. D.

Naylor, Vice-President. Manchester & Hudson Co. E. D.

Allen, Treas.

Deliveries under this contract will be made subject to decline in the market on any unfilled portion thereof.

Shipments to be made prior to December 31st, 1920.

[fol. 1684½]

Govt. Ex. No. 582

Contract No. —

This agreement, made this — day of —, 19—, between The Lawrence Cement Company of New York, party of the first part, hereinafter called the Cement Company, and — —, party of the second part, hereinafter called the Buyer, Witnesseth:

That the Buyer agrees to purchase and receive and the Cement Company agrees to sell Dragon Portland Cement for the full Portland Cement requirements of the hereinafter described work estimated at — barrels.

Price (per Standard Barrel, Including Package)

In four (4) cloth sacks.....	\$....	per bbl.
In four (4) paper sacks.....	“	“
In cargo	} lots f. o. b.....	“
In carload		
In truckload		

Description of Work: —.

Special Provisions: The price mentioned in this contract is our present price for Dragon cement. Should we fix a lower price to the general trade prior to the date of the expiration of this contract, we will bill all cement shipped on account of this contract after such reduction in price at our prevailing price for Dragon Cement on the day of actual shipment by us; but should the price of our cement subsequently rise to or higher than the price mentioned in this contract, then the contract price mentioned herein shall govern.

Payments for cement, including sacks, to be made within thirty (30) days from date of shipment, subject to discount of 10c per [fol. 1685] barrel if paid within ten days of the date of invoice, provided all past due indebtedness shall have been paid. If amount of any invoice under this contract shall not be paid when due, the Cement Company may, at its option, cancel all further deliveries under this agreement, and the Buyer shall remain liable for all unpaid accounts. If in the Cement Company's opinion, the Buyer's credit becomes impaired or unsatisfactory, it reserves the right to require payment in advance.

Sacks: The price named herein for shipments in cotton sacks includes a charge of — cents each for cotton sacks. The Cement Company will repurchase from the original Buyer each cotton sack shipped on this contract at the price charged for it if returned within ninety (90) days from date of invoice, in good condition, freight prepaid, subject to Cement Company's inspection and count. The right is reserved to increase the price at which sacks are charged and repurchased at any time without notice, but the change will not affect the net price of the cement. Paper bags are not return-

able. The Cement Company will not purchase sacks bearing other brands, nor sacks that have been wet or are not otherwise in serviceable condition. Rejected sacks will be held at owner's risk for thirty (30) days only.

Time of Delivery: The Buyer shall give the Cement Company shipping instructions in writing a reasonable time before shipments are to be made; and the Cement Company shall not be obliged to supply cement for the work at a faster rate than the job requires, nor to make deliveries, except at its option, after ———, 192—.

Transportation: This contract is based on the present cost of transportation, including railroad freight rates and rates by automobile or boat. Buyer is to have the benefit of any reduction and [fol. 1685½] be liable for any advance in rates, or other charge imposed by the Government or any State or Municipality.

The Cement Company reserves the right to prescribe the route by which shipments shall be forwarded. In making delivered prices the Cement Company only guarantees cost at destination; its responsibility ceases when shipments are delivered to railway company on cars; and it is not responsible for shortage or damage occurring in transit or thereafter. The Railroad Company's bill of lading shall be conclusive as to quantity and good condition of both cement and packages when delivered on cars.

Specifications: The cement sold under this contract is guaranteed to meet the requirements of the standard specifications for Portland Cement of the American Society for Testing Materials. The Cement Company is not responsible for improper use of cement, and shall be free from any responsibility for finished work.

Exceptions: It is agreed that in the event of any strike, labor trouble, fire, breakdown, failure of machinery or other cause resulting in stoppage or partial stoppage of the production of the Cement Company's cement or in the destruction of or damage to cement manufactured or in course of manufacture, or deficient transportation preventing the shipment of cement or inability to procure containers, or the normal supplies of coal or raw materials used in the manufacture of cement, shipments under this contract may be suspended or partially suspended as the case may be. In the event of such interruption, the Cement Company may prorate or discontinue shipments on all existing contracts, including those with other parties, during such interruptions.

Cancellations: It is understood and agreed that if any statement or representation made by the Buyer concerning the use to be made [fol. 1686] of the cement or other matter involved in this contract is untrue, the Cement Company may cancel this contract and if any cement delivered under this contract is used for work other than that mentioned in the contract, the undelivered balance shall be cancelled, and such cancellation shall not release Buyer from any unpaid account. In addition thereto, all cement so diverted may be billed at the price prevailing for "Dragon" cement on the day of shipment.

This agreement shall not be binding on the Cement Company until the same shall have been signed by one of its officers or by its Sales Manager and delivered to the Buyer.

The terms and conditions of this agreement shall extend to and be binding upon the legal representatives, successors and assigns of the parties hereto; but this contract is not assignable by the Buyer without the consent in writing of the Cement Company.

In Witness Whereof the parties hereto have duly executed this agreement in duplicate the day and year first above written.

The Lawrence Cement Company, by ———. (Buyer's signature:)

Witnesses: ———.

[fol. 1686½]

Govt. Ex. No. 583

Lehigh Portland Cement Co.

Chicago, Ill.; Allentown, Pa.; Spokane, Wash.

The Lehigh Portland Cement Company, a corporation of Pennsylvania (hereinafter called the "Cement Company") sells, and E. M. Rodrock Co., Paterson, N. J. (hereinafter called the "Purchaser") purchases, Lehigh Portland Cement on the following terms and conditions:

The Purchaser does hereby represent to Cement Company that 3,000 barrels of cement are to be used in the construction of a silk mill for the Alco Silk Co. at Paterson, N. J. (J. W. Ferguson, Paterson, N. J., contractor) and that he hereby purchases 3,000 barrels of Lehigh Portland Cement from the Cement Company, for use in such work; and that no portion thereof will be used for any other purposes, whatsoever.

Place of Delivery: In carload lots f. o. b. cars Patterson, N. J.

Time of Delivery: Prior to Dec. 31st, 1920.

The Purchaser shall give the Cement Company shipping instructions, in writing, a reasonable time before shipments are to be made; the Cement Company shall not be obliged, except at its option, to make deliveries after Dec. 31st, 1920. The Cement Company shall have the right to direct the route by which all shipments hereunder shall be forwarded.

The Cement Company shall not be responsible for delays in manufacturing or shipping, due to strikes, differences with employees, scarcity of labor, accident, inability to secure cars, coal or material, fire, flood, warfare, or other causes not under its control, nor for any delay in transportation.

Price: Per standard barrel, including package, \$2.72 f. o. b. cars Paterson, N. J., subject to future fluctuations in prices quoted by Cement Co., but not to exceed price named herein except by reason of an advance in freight rates.

This price is based on present freight rates and is subject to variation in proportion as the freight rates may be advanced or reduced; it is also subject to advance to the extent of any additional war taxes on transportation charges on cement which may in the future be imposed by the government.

This price, which is special, has been given the Purchaser, by the Cement Company, because of the Purchaser's representations as to the use of the cement.

Payment: Net cash in thirty (30) days, or five cents (5c) per barrel discount for cash in ten (10) days from date of invoice. Payable in New York or Chicago Exchange.

Sacks must be paid for at the same time as cement.

If, at any time, the financial responsibility of Purchaser becomes impaired or unsatisfactory to the Cement Company, it reserves the right to require payments in advance, or satisfactory security or guarantee that invoices will be promptly paid when due.

If Purchaser fails to comply with terms of payment, the Cement Company reserves the right to cancel unfilled portion of any contract or order, Purchaser remaining liable for all unpaid accounts.

[fol. 1687½] Package: Cement to be packed in cloth. If cement is shipped in cloth sacks, the Cement Company will repurchase from the original Purchaser, at fifteen cents each, the empty cloth sacks bearing the Lehigh Brand, which are received by it in good condition, freight prepaid, at its works at West Coplay, Penna., or New Castle, Penna., within ninety (90) days from date of shipment of cement.

Claims for loss or damage will not be considered unless supported by seal record and Railroad agent's acknowledgment on freight bill. Freight over-charge claims must be accompanied by original receipted freight bill.

Cancellation: It is understood and agreed by the parties hereto, that if any of the representations made by said Purchaser to Cement Company in and about securing the execution of this contract by Cement Company, are untrue, or, if any of the cement delivered hereunder is used for any purpose other than as represented, then, and in such case, upon learning thereof, the Cement Company may cancel this contract, or the undelivered portion thereof, or any other order given to the Cement Company by said Purchaser, and such cancellation shall in no wise release said Purchaser from unpaid accounts, or from liability to said Cement Company at the contract price for cement delivered prior to such cancellation.

Specifications: The cement delivered under this contract is to conform to standard specifications for Portland Cement adopted August 16, 1909, by the American Society for Testing Materials with methods of testing recommended January 17, 1912, as amended by the American Society of Civil Engineers, or to U. S. Government specifications for Portland Cement, as set forth in Circular of the Bureau of Standards, No. 33.

[fol. 1688] Assignment of Contract: This contract shall not be assigned by the Purchaser, except upon written assent thereto by the Cement Company.

Executed by the parties hereto, this 31st day of December, 1919,
at New York.

Lehigh Portland Cement Co. by F. W. Douglass, Eastern
Sales Manager. (Purchaser's signature:) E. M. Rodrock
Co., by E. M. Rodrock, Prest.

Approved: Geo. G. Sykes, Secretary.

[fol. 1688 $\frac{1}{2}$]

Govt. Ex. No. 584

Specific Job Quotation

Nazareth Cement Company

Main Office and Works: Nazareth, Pa.; Sales Offices: New York,
Boston, Philadelphia; Boston Office: 161 Devonshire Street

Phone: Fort Hill 425

John W. Ramsay, New England Sales Manager

In reply refer to File No. —.

Boston, Mass., April 1, 1920.

Messrs. The C. H. Spring Company, Newton Falls, Mass.

GENTLEMEN: We quote you on Nazareth Portland Cement for shipment according to contract requirements, between date hereof and 12/31/20, subject to all the terms, conditions and limitations on both sides hereof. Quantity to be shipped not to exceed, however, — bbls. within any one month.

Nazareth Portland Cement in 4 cloth sacks at \$2.94 per standard bbl., including the sacks.

Nazareth Portland Cement in 4 paper bags, at \$— per standard bbl., including the bags.

[fol. 1689] Nazareth Portland Cement in Wood at \$— per standard bbl.

F. O. B. Lowell, Mass.

The prices on cement stated herein are based on the freight rates in effect at the present time, and are subject to advance or reduction, as the freight rates may be advanced or reduced. These prices will be advanced to the extent of any additional War Taxes on transportation charges on cement, imposed by the Government.

This quotation covers the entire and actual quantity (estimated at 6,000 barrels) of Portland Cement which buyer shall furnish or use in the following described work. The estimated quantity is more or less within 10 per cent.

Description of Work: Ansonia Hotel Building, Lowell, Mass.,
E. A. Abbott Company, 9 Park St., Boston, Mass., Contractors.

This quotation is for acceptance within 5 days of formal award

of contract for work described, but is void if not accepted within 15 days from date hereof.

We send you this proposition in duplicate; upon our receiving one of the copies accepted by you in writing, it shall constitute a contract between us.

Remarks: It is agreed that if between now and the termination of this contract the market price of Nazareth Cement should be less than that indicated above, we are to give you the benefit of that lower price or prices on shipments following such reductions and applying on this contract.

Respectfully yours, Nazareth Cement Co. John W. Ramsay.

Accepted 4/2 day of —, at —. (Signature:) M. C. S.

For other clauses which are part of this quotation see other side.

[fol. 1689½] Terms, Agreements and Limitations

Thirty days net; 5 cents per barrel discount for Payment in Full within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Nazareth, Pa.

If Purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, Purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time Purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

Loss or Damage: In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Railroad Company's bill of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

Sacks: We will pay to original purchaser 15 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Rejected sacks may be destroyed or otherwise disposed of by this Company without liability unless they are removed by original purchaser within ten days after notice of rejection. Paper bags and wooden barrels are not returnable. Shipments in paper bags are made at Purchaser's risk of breakage and resultant loss of cement.

[fol. 1690] Quantity: Unless otherwise agreed, the quotation on reverse side is limited to One Carload of Cement and applies only on shipments billed to and unloaded at point of delivery specified.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by Purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by Purchaser.

Strikes, etc.: The Purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of cement to all purchasers of record at such time.

Specifications: "Nazareth" Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to specifications of the United States Government or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of cement, therefore we will not guarantee finished work.
Nazareth Cement Company.

[fol. 1690½]

Govt. Ex. No. 585

Penn-Allen Cement Company

Commonwealth Building, Allentown, Pa.; General Sales Office:
Widener Building

Philadelphia, Pa., 2/17/20.

B. F. Marsh Company, 22 Garden Street, Worcester, Mass.

GENTLEMEN: We quote you on Penn-Allen Portland Cement for the requirements of the work herein described, subject to all terms, conditions and limitations on both sides hereof, for delivery in car-load lots f. o. b. Worcester, Mass. The price named in this quotation is subject to change in freight rates, and any additional war tax on freight on cement that may be imposed by the Government.

In cloth sacks \$2.92 per standard barrel including four (4) sacks.
In paper sacks \$— per standard barrel including four (4) sacks.

Quantity.—This quotation covers the entire and actual quantity (estimated at 1,250 barrels) of Portland Cement which Buyer shall furnish or use solely in the following described work.

Work.—Riley Industrial Plant, Worcester, Mass. E. J. Cross Company, contrs. (The price named in this quotation is subject to any change in the price of bags that may become effective during the life of the job.)

[fol. 1691] Shipments.—As required during progress of work to be completed prior to July 1st, 1920. If shipments are required from bins set aside for the storage of specially tested cement, an additional charge of three (3) cents per barrel will be made for storage service.

Acceptance.—This quotation is for acceptance within five (5) days of formal award of contract for work described, but is void if not accepted within fifteen (15) days from date hereof. We send you this proposition in duplicate; upon our receiving one of the copies accepted by you in writing it shall constitute a contract between us, subject to the approval of Cement Company.

Yours respectfully, Penn-Allen Cement Company. T. O. Bretherton, General Sales Manager. TOB/T.

Accepted — day of —, 19—, at —. (Signature:) — —.

For other clauses which are part of this quotation, see other side.

Terms: On approved credit, net thirty days, or five (5) cents per barrel discount for payment in full including sacks within ten days from date of invoice.

If Purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portions of any contract or order, Purchaser remaining liable for all unpaid accounts.

[fol. 1691½] Orders are subject to approved credit, and if at any time the Purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance, and pending the same may withhold shipment and if within a reasonable time in the judgment of this Company such cash or approved credit has not been furnished, we may declare the order or contract cancelled.

Loss or Damage: In making delivered prices we only guarantee cost at destination and will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to railroad company on cars or at mill. Railroad Company's bill of lading shall be conclusive as to the quantity and good condition of both cement and packages when loaded in the cars.

Sacks: Price of cloth sacks is included in invoice, which must be paid without deduction. We will pay to the original purchaser 15 cents each for empty cloth sacks bearing our brand, on their receipt in serviceable condition at our mill, if returned within ninety days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own or sacks that have been wet or are otherwise useless. Rejected or foreign sacks will be held at owner's risk, subject to his order, for thirty days only. Shipments in paper bags will be made at Purchaser's risk of breakage and resultant loss.

Routing: We reserve the right to prescribe routing by which the shipment shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for by the Purchaser.

Delays: The Purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. We will [fol. 1692] not be responsible for delays in transit. All orders and contracts are accepted subject to strikes, including coal strikes in either the anthracite or bituminous coal regions, differences with em-

ployees, accidents to machinery, fire, flood, car famine or other contingencies beyond control of either Buyer or Seller. Therefore, in the event we shall at any time or for any cause be unable to deliver to our customers the entire quantity of cement required and called for by all our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts according to their requirements respectively and the amount delivered on each contract may be reduced accordingly and there shall be no liability on our part for the reduction so made.

Specifications: Penn-Allen Portland Cement is guaranteed to meet the requirements of the Standard Specifications for cement of the American Society for Testing Materials, serial designation C-9-17. We cannot be responsible for improper use of cement and therefore will not guarantee finished work.

[fol. 1692½]

GOVT. EX. No. 586

Sales Office Pennsylvania Cement Company, Manufacturers
"Pennsylvania" Portland Cement

42nd St. Building, New York

L. D. Telephone: Murray Hill 6347

(May 1, 1919.)

This quotation is void unless accepted in writing by the Purchaser and approved by the Seller as hereinafter provided within — days from date.

Quotation No. —.

DEAR SIR: We submit quotations on "Pennsylvania" Portland Cement as follows: — F. O. B. —, all cement covered by this quotation is to be used only in the construction of —.

In Barrels.....	\$— per bbl. including barrels.
In Duck Bags.....	\$— " " including bags, which includes a charge of —¢ for each bag.
In Paper Bags.....	\$— " " including bags.

This price is based upon the present freight rate and tax on same and is subject to advance or reduction as the freight rate or tax may be advanced or reduced. The price named is subject to change in [fol. 1693] the price of bags, as may become the custom of the trade. Freight charges are to be paid by you and will be deducted from the face of the invoices when rendered. The quantity of cement required under this quotation is not to exceed — barrels.

If the expression "more or less" should be used as to quantities, it is understood to imply a leeway of not more than 15%. Any cement furnished under this quotation is to be used solely for the purpose and upon the work particularly specified above, and to be furnished in about equal monthly proportions.

The Seller may require the Purchaser to furnish evidence satisfactory to the Seller that the cement is being used in the construction of the work specified, and if there shall be any diversion the Seller may thereupon, at its option, terminate this agreement.

All cement furnished under this quotation must be ordered out prior to — —, — —, unless the time is extended in writing by the Seller.

Shipments in paper bags are made at Purchaser's risk of breakage and resultant loss of cement.

Specifications.—The cement delivered under this contract is to comply with the requirements of the Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials, when tested in accordance with the methods of test recommended by the American Society of Civil Engineers. If you desire to have the cement tested for your account and stored for that purpose in bins at our mill, there will be a charge of — cents per barrel additional for such service.

If the cement is delivered in bags, the bags are not sold, but remain [fol. 1693½] the property of the Cement Company. The Purchaser agrees to return all such bags within 90 days from receiving same.

The charge of — made for each bag shipped, will be credited by the Company to the Purchaser's account or paid in cash if nothing is due from the Purchaser when such bags are returned to the Cement Company within such time in good condition, freight prepaid. The Company's count and inspection to be final. No credit will be given for worthless bags or for bags other than those shipped by this Company.

Terms of Payment.—30 days net from date of invoice or — per barrel discount allowed for cash in 10 days from date of invoice. Export shipments are cash f. a. s.

If during the life of this agreement the financial responsibility of the Purchaser shall become unsatisfactory to the Seller, it may require cash payments or security satisfactory to it, in default of which this agreement may be thereupon terminated by the Seller.

Failure to comply with any of the provisions of this agreement shall be sufficient reason for forthwith terminating the same by the Seller, and waiver of such right shall not be implied from any failure to exercise the same.

All agreements are contingent upon Government restrictions, regulations or requirements, fire, floods, strikes, accidents, delays of carriers or failure of transportation lines to furnish the necessary service and equipment in transporting the commodity, or other delays unavoidable or beyond our control.

It is mutually understood and agreed that the terms and stipulations of the within agreement are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties to these presents.

[fol. 1694] This contract shall not become operative or binding upon the Seller, the Pennsylvania Cement Company, until it has been approved by one of the Executive Officers of said Company, and a copy with such approval forwarded to the Purchaser.

It is understood and agreed that any and all oral, verbal or implied agreements are superseded by this quotation.

Respectfully, Pennsylvania Cement Company, by ———.

Acceptance.—The undersigned hereby accepts the above proposition and agrees to buy on the terms and conditions above set forth.

Dated ———, 19——.

(Purchaser sign here:) ———.

The above contract is this — day of ———, 19——, approved by the Pennsylvania Cement Company, at its New York Office, by ———.

[fol. 1694½]

Govt. Ex. No. 587

Specific Work Quotation

Phoenix Portland Cement Company

Real Estate Trust Building, Philadelphia, Pa.

March 8, 1918.

Mr. Fred Kilgus, Newark, N. J.

DEAR SIR: We quote you on Phoenix Portland Cement for shipment according to contract requirements, between date hereof and September 1st, 1918, subject to all the terms, conditions and limitations on both sides hereof. Quantity to be shipped not to exceed, however, — bbls. within any one month.

Phoenix Portland Cement in 4 cloth sacks at \$2.18 per standard bbl. including sacks.

Phoenix Portland Cement in 4 paper bags at \$—— per standard bbl. including bags.

F. O. B. Irvington, N. J.

This quotation covers the entire and actual quantity (estimated at 500 barrels) of Portland Cement which Buyer shall furnish or use in the following described work.

Description of Work.—For use in full requirements of small concrete building for industrial plant. Owner:—Irvington Smelting & Refining Co. Contractor:—Fred. Kilgus. Architect:—Fred Phelps. [fo. 1695] This quotation is for acceptance within 5 days of formal award of contract for work described, but is void if not accepted within 15 days from date hereof. We send you this proposition in duplicate. Please return both copies to us, and after same are approved by an officer of this Company, it will constitute a contract between us. We will then return one copy for your files.

For other clauses which are part of this quotation, see other side.

Respectfully yours, Phoenix Portland Cement Co., by Lindley C. Morton, General Sales Manager.

Newark, N. J.

Accepted 21st day of March, at Irvington, N. J., delivery. (Signature) Frederick Kilgus, Inc., per H. M. Coleman.

The above contract is this — day of —, A. D. —, approved.
Phoenix Portland Cement Co., Lindley C. Morton.

Concrete for Permanence

Terms, Conditions, and Limitations

Payment: Thirty days net; 5 cents per barrel discount for Payment in Full within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Philadelphia. Original paid freight bills to be sent us promptly for comparison.

[fol. 1695½] If Purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portions of any contract or order, Purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time Purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

Loss or Damage: In making delivered prices we only guarantee cost at destination and we will not be responsible for shortage or damage occurring in transit. Railroad Company's bill of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

Sacks: We will pay to original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our Mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count, and Cement Company's Credit Memorandum mailed to the Buyer to be conclusive as to the number and quality of sacks repurchased. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Rejected sacks may be destroyed or otherwise disposed of by this Company without liability unless they are removed by original purchaser within ten days after notice of rejection. Paper bags and wooden barrels are not returnable. Shipments in paper bags are made at Purchaser's risk of breakage and resultant loss of cement.

Quantity: Unless otherwise agreed, the quotations on reverse side are limited to one carload of cement and applies only on shipments billed to and unloaded at point of delivery specified.

[fol. 1696] Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by Purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by Purchaser.

Strikes, etc.: The Purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of cement to all purchasers of record at such time.

Specifications: Phoenix Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to specifications of the United States Government or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

Price includes freight at present rates and will be increased to cover any advance in freight rates at any time during the life of this contract, or any tax charge upon them.

Phoenix Portland Cement Company.

[fol. 1696½]

Govt. Ex. No. 588

Security Cement & Lime Company

Specific Job Quotation

One Million Barrels Security Portland Cement Annual Capacity

Main Offices: Hagerstown, Md.; Branch Offices: Baltimore-Washington-Philadelphia

Contract No. —

Washington, D. C., January 2, 1920.

Mr. T. W. Perry, Chevy Chase, Md.

DEAR SIR: For shipment according to contract requirements, between this date and July 2, 1920 (subject to all the terms, conditions and limitations on both sides hereof), quantity to be shipped not to exceed, however, — bbls. within any one month—we quote you:

Security Portland Cement in 4 cloth sacks at \$2.81 per standard bbl., including the sacks.

Security Portland Cement in 4 paper bags, thirty-five (35c) cents per bbl. less than the cloth package.

F. O. B. Chevy Chase, Md.

This quotation covers the entire and actual quantity (estimated at 500 barrels) of Portland Cement which buyer shall furnish or use in the following described work.

[fol. 1697] Description of Work: Houses—32nd & Rittenhouse Sts.—Bailey & Carlton, contractors.

This quotation is for acceptance within 5 days of formal award of contract for work described, but is void if not accepted within fifteen (15) days from date hereof.

This proposition is submitted in duplicate; upon our receiving one of the copies accepted by you in writing, it shall constitute a contract between us.

Remarks: The prices named in this quotation are subject to changes in transportation charges.

Very truly, Security Cement & Lime Company, by J. S. J. Clark, District Manager.

Accepted 2nd day of Jan. 1920, at —. (Signature) T. W. Perry.

For other clauses which are part of the quotation, see other side.

Terms, Conditions, and Limitations

Terms: Thirty days net or five (5) cents per barrel discount for Payment in Full within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Hagerstown, Md. Original paid freight bills to be sent us promptly for credit.

Credit: If Purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, Purchaser remaining liable for all unpaid accounts.

If at any time Purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to [fol. 1697½] require payment in advance or satisfactory assurance that bills will be promptly paid when due. If such assurance is not forthcoming within a reasonable time, we reserve the right to cancel this quotation and contract.

Loss or Damage: In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Railroad Company's bill of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars. Loading cards inside each car properly filled out as indicated, endorsed and returned to us will greatly facilitate quick handling of damage claims.

Sacks: We will pay to original purchaser fifteen (15c) cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our mill, Security, Md., if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Rejected sacks will be held at owner's risk, subject to his order, for thirty days after notice of rejection only.

Paper bags are not returnable. Shipments in paper bags are made at Purchaser's risk of breakage and resultant loss of cement.

Quantity: The quotation on reverse side is limited to the quantity and delivery stipulated and work described.

Routing: We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by Purchaser.

[fol. 1698] **Delays:** The Purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of cement to all purchasers of record at such time on basis of tonnage available, and our liability will be reduced accordingly.

Specifications: Security Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to specifications of the United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials. We cannot be responsible for improper use of cement, therefore we will not guarantee finished work.

Security Cement & Lime Co.

[fol. 1698½]

Govt. Ex. No. 589

Vulcanite Portland Cement Company

Specific Job Quotation

Quo. No. — Job. No. 7270

Main Office: Land Title Bldg., Philadelphia; Works Office: —; P. O. Address: Easton, Pa.; Main Sales Office: 8 W. 40th St., New York; New England Office: 161 Devonshire St., Boston.

Albert Moyer, Manager of Sales

New York, December 10, 1919.

Messrs. E. M. Rodrock Company, Paterson, New Jersey:

We quote you on Vulcanite Portland Cement for shipment according to contract requirements, subject to all terms, conditions and limitations on both sides hereof. Quantity to be shipped not to exceed, however, 1000 bbls. within any one month. Price below quoted is based on present conditions and is for shipment to be made before December 31st, 1920, when this contract shall expire. No order under this contract will be received after that date, unless the date of expiration shall have been extended by express agreement in writing.

Vulcanite Portland Cement in 4 cloth sacks, at \$2.72 per standard bbl., including the sacks.

Vulcanite Portland Cement in 4 paper bags, at \$2.37 per standard [fol. 1699] bbl., including the bags.

Vulvanite Portland Cement in bulk, at \$2.07 for 376 lbs.

F. O. B. cars, Paterson, N. J., in carload lots.

The Buyer to have the benefit of any reduction and to be liable for any advance in freight rates. Any tax on freight bills is to be paid by the Buyer. In the event of prepayment of freight or other railroad or terminal charges the Buyer shall settle these in cash on presentation of invoice by the Seller.

This quotation is intended to cover the entire and actual quantity not to exceed 1500 barrels of Vulcanite Portland Cement which buyer shall be required to, in fact shall furnish or use in the following described work. If upon investigation it is found that the work described will not require the number of barrels stated above we will reduce this quantity to accord with the requirements of the job.

Description of Work: Thirty houses, East 34th St., between 18th and 19th Ave. Contractors—Collier & Sprang.

Charge for Bin Test: If cement is held in bins at our works awaiting result of tests, a charge of 3c. per barrel will be made. We, however, will not agree to hold cement in such bins for a period longer than 45 days except by special arrangement.

Buyer shall have no right to assign this contract. The material covered by it is sold to the Buyer upon the representation that it is purchased for use in the construction of work referred to. Use of the cement in any other work than that specified, or disposition of it for any other purpose, or resale of it for use in other than above described work, shall give the Seller the option to terminate this contract and to refuse to deliver any more cement under it.

[fol. 1699½] This quotation is void unless accepted within fifteen days from this date.

We send you this proposition in duplicate; upon our receiving one of the copies accepted by you in writing, it shall constitute a contract between us, subject to execution in writing by this Company.

Remarks: If at any time during the life of this contract the Vulcanite Portland Cement Company reduces its price at above destination the price named in this contract will be reduced accordingly on all unshipped balances at date reduction is made.

Respectfully yours, Vulcanite Portland Cement Co. —
—, Manager of Sales.

Accepted — day of —, at —. (Signature:) — —.

For other clauses which are part of this quotation, see other side.

[fol. 1700] Terms, Conditions, and Limitations

Payment: Thirty days net; 5 cents per barrel discount for Payment in Full within 10 days from date of invoice. Payments to

be made in cash or equivalent at our office, Philadelphia, U. S. A. Original paid freight bills to be sent us promptly for comparison.

If Purchaser fails to comply with terms of payment or within any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, Purchaser remaining liable for all unpaid accounts.

If at any time Purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

Loss or Damage: In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Railroad Company's bill of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

Sacks: Sacks bearing our brand, or trade mark, properly bundled, and so marked as to insure complete identification, received by us in serviceable condition at our mill will be purchased from the original purchaser at 15 cents each, if purchased of us containing "Vulcanite" portland Cement, which cement was used in the work described on front of this contract, provided these sacks are shipped within ten days after being emptied, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own or sacks that have been wet or otherwise useless. [fol. 1700½] Rejected sacks, or sacks bearing other brands, may be destroyed or otherwise disposed of by this Company without liability, unless they are removed by original purchaser within ten days after notice of rejection. Paper bags and wooden barrels are not returnable. Shipments in paper bags are made at Purchaser's risk of breakage and a resultant loss of cement.

Quantity, Delivery and Job: The quotation on reverse side is limited to the quantity and delivery stipulated and work described.

Route and Terminal Charges: We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by Purchaser.

Strikes, etc.: The Purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping and other causes beyond our control; we will not be responsible for delays in transit, delays in manufacturing or in shipping, caused by strikes, differences with workmen, accidents at our plant, inability to procure cars, coal or other material, or for orders, rules or regulations received by us from the United States Government which would prevent our carrying out all the terms and conditions of this contract. Should any such contingencies or other contingencies arise at any time during the period covered by this contract, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of cement to all purchasers of record at such time.

Cancellation: If the Buyer shall fail to comply with any of the terms and conditions or limitations of this contract, or if any of the [fol. 1701] Buyer's representations herein are untrue the Seller may cancel this contract for the unfilled portion thereof or any other order given to the Seller by the Buyer. Any cancellation herein provided shall in nowise release the Buyer from unpaid account or from liability to the Seller at the contract price for cement delivered prior to such cancellation.

Specifications: "Vulcanite" Portland Cement to be furnished hereunder is when shipped to conform in every respect to specifications of the United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of cement, therefore we will not guarantee finished work.

Water Deliveries: Purchaser is responsible for demurrage at prevailing rates.

Vulcanite Portland Cement Company. Albert Moyer, Manager of Sales.

[fol. 1701½]

Govt. Ex. No. 590

Index of Subject to Which Specific Contract Clauses Set Out on the Attached Form Relate

I. Contract subject to cancellation if the cement is used in any other work than that specified in the contract or if disposed of for any other purpose.

II. Price subject to advance or reduction in freight rates. Other miscellaneous provisions.

III. Repurchase or acceptance of sacks, subject to cement company's count and inspection.

IV. Impairment of buyer's credit, in cement company's opinion, to authorize cancellation of contract, unless satisfactory security is given.

V. Cement company to have right to pro rate or apportion, its supply amongst all buyers, in named contingencies.

VI. Specifications: U. S. Government or Standard Specifications for Portland Cement of the American Society for Testing Materials, when tested by methods recommended by American Society of Civil Engineers.

VII. Discount: Ten days, thirty days net.

[fol. 1702]

Atlas Portland Cement Co.

I

The purchaser represents that the cement has been sold by him for the express purpose mentioned in the contract and to and for use by the party named as user in the contract. If said representation is untrue, or if any of the cement is used for any other work, or for any other purpose, or sold (without the written consent of the Cement Company) to, or for use by any other party, the Cement Company shall have the right to terminate this contract and to refuse further deliveries of cement under it.

II

It is understood and agreed that in the event of any change in the rates of transportation or delivery charges, made effective during the term of this contract or agreement, the price shall be increased or decreased accordingly, effective the same date.

The Cement Company reserves the right to prescribe the route by which shipments shall be forwarded and to make shipments prepaid or collect at its option. In making delivered prices, the Cement Company only guarantees cost at destination, and will not be responsible for shortage or damage occurring in transit.

III

If at any time the cost of new cloth sacks increases or decreases to such an extent that the Cement Company deems it advisable to change [fol. 1702½] the above charge for cloth sacks, the above price for all shipments thereafter shall, at the option of the Cement Company, be accordingly increased or decreased from time to time by a sum determined by the Cement Company not in excess of the amount of increase or decrease in such cost of sacks to the Cement Company.

The Cement Company will purchase at the price charged on its invoices, only from the party to whom the sale was made, and not from any assignee or trustee, empty cloth bags bearing its brand and proper identification marks, purchased of the Cement Company, upon their receipt in serviceable condition at the Cement Company's mill if returned within ninety days after their purchase, freight prepaid, subject to the Cement Company's inspection and count.

IV

If at any time purchaser's responsibility be or become, in cement company's opinion, impaired or unsatisfactory, the cement company reserves the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

V

The purchaser shall give the cement company shipping instructions in writing a reasonable time before shipments are to be made, and

the cement company shall not be responsible for delays in manu-[fol. 1703] facture or shipping cement, caused by strikes, accidents, fires, breakdowns, failure of machinery, embargoes, car shortage, labor scarcity, labor agitation, failure to receive coal from mines from which the cement company secures its supplies of coal, delays in transportation, acts of God, or other causes beyond its control. In any of such events the cement company may determine as nearly as practicable the prorata share of cement of each of its customers after reserving the cement company's usual percentage of shipments for its dealers' warehouse trade, and may limit and reduce shipments hereunder according to such prorata share of the purchaser. The cement company shall have the right to sell or agree to sell, from time to time, its cement under other agreements and orders, and in the event the cement company shall at any time for any cause whatsoever be unable to make and ship cement in accordance with its agreements and orders, the cement company may determine as nearly as practicable the pro rata share of the cement of each of its customers under its agreements and orders after reserving the cement company's usual percentage of its shipments for its dealer's warehouse trade, and may limit and reduce shipments hereunder according to such prorata share of the purchaser. The cement company shall not be obligated to make up any such limitation or reduction and its determination as to the necessity for pro rating and the pro rata share of the purchaser shall be final.

[fol. 1703½]

VI

Atlas Portland Cement to be furnished hereunder is when shipped to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but the cement company cannot be responsible for improper use of cement, therefore cement company will not guarantee finished work.

VII

(In the specific job contract a blank is provided for the specification of terms of payment. The quotation, which precedes and is subject to the execution of the formal contract, however, contains the following:)

Terms of payment: On approved credit 30 days net or 10 cents per barrel discount for payment in full within 10 days from date of invoice, payment to be made to the office from which invoice is dated in funds payable in that city, provided there are no overdue accounts unpaid.

[fol. 1704]

Allentown Portland Cement Co.

I

The material covered by it is sold to purchaser upon the representation that it is purchased for use only in the construction of work referred to. Use of the cement in any other work than that specified or disposition of it for any other purpose or resale of it for use in other than above described work shall give Cement Company the option to terminate this contract and to refuse to deliver any more cement under it.

II

The price herein named is based upon the freight rate in effect on the date of this contract, as furnished to the company by the carrier, and is subject to carrier's advances, revisions, corrections and changes. Any and all sales, transportation and other tax or taxes, state or Federal; prepaid freight, and all demurrage, car-service, terminal and other transportation charges, not herein expressly allowed by the Company; shall be assumed and paid by the purchaser, as part of the purchase price.

The Company will not be responsible for shortage or damage occurring in transit.

Carriers' Bill of Lading or Receipt shall be conclusive as to the quantity and good condition of both cement and package when loaded on car.

[fol. 1704½] The company shall have the right to direct the route by which all shipments hereunder shall be forwarded.

III

If at any time the cost of new cloth sacks increases or decreases to such an extent that the Company deems it advisable to change the price at which empty sacks will be purchased, the price named in this contract will be advanced or reduced accordingly.

The Company will credit or pay to the purchaser herein named — cents each for empty cloth bags purchased from it and bearing its brand and proper identification marks, upon their receipt in serviceable condition, at the company's mill, if returned in ninety days after date of shipment of cement, freight prepaid, subject to company's inspection, count and acceptance. The company does not purchase sacks bearing brands other than its own, or sacks that have been wet or otherwise damaged or useless. Rejected sacks may be destroyed or disposed of by the Company without liability, unless removed by the original purchaser within thirty days after notice of rejection.

IV

All orders are subject to our approval of purchaser's credit. If, at any time, the purchaser's credit or responsibility, in our opinion,

shall be or become impaired or unsatisfactory, or if the purchaser fails to comply with any of the terms of payment, or with any [fol. 1705] other terms of this contract, we shall have the right at our option (on one day's written notice) to suspend or cancel deliveries or to require cash payments in advance, or to require security satisfactory to us for all payments due or to become due from the purchaser hereunder.

V

Subject to delays in manufacturing, shipping or delivery, caused by strikes, accidents, delays of carriers, embargoes and other causes unavoidable and beyond its control, the company shall be required to make shipments on this contract only as near as practicable to meet the necessities of the work, and it shall have the right from time to time prior to the date fixed in Paragraph 3 to pro rate deliveries of such cement as it may then be able to manufacture and ship to and among its customers, according to all of the unfilled orders then on its books, in the event of any of the delays or contingencies above mentioned.

VI

Allentown Portland Cement furnished hereunder shall, when shipped, conform in every respect to the specifications then prescribed or adopted by the United States Government, or to the Standard specifications for portland cement of the American Society for Testing Materials, when tested by methods of testing recommended by the American Society of Civil Engineers. We are not responsible for the improper use of our cement or for the finished [fol. 1705½] work or for any damages resulting from its use, in any respect or to any extent whatsoever, and all such claims being waived by the purchaser by the acceptance of this contract.

VII

Terms of payment and due date of all invoices are 30 days net from date of invoice, in cash, at our office at Allentown, Pa. A discount of 10 cents a barrel will be allowed for payment in full within ten days from date of invoice, accompanied by original paid freight bills, which shall be delivered and belong to us when payment is made.

[fol. 1706]

Alpha Portland Cement Co

I

The quantity of Alpha Portland Cement mentioned is for use in the work described and if Buyer shall sell or otherwise dispose of any portion of said cement or use any portion thereof in any work other than that described herein, or fail to comply with terms of payment or any of the conditions and limitations in this agree-

ment, the Cement Company may at its option decline to make further deliveries hereunder. * * *

II

The price on cement stated herein is based on the transportation charges in effect at the present time and is subject to advance or reduction as the transportation charges may be advanced or reduced.

In making delivered prices Cement Company only guarantees cost at destination and will not be responsible for shortage or damage occurring in transit. Cement Company's responsibility ceases when shipments are delivered to Railroad Company on cars at its Mill. Railroad Company's bills of lading shall be conclusive as to quantity and good condition of both Cement and packages when loaded on cars.

The Cement Company reserves the right to prescribe the routing by which the shipment shall be forwarded.

III

The prices herein quoted are the prices on cement. If shipped [fol. 1706½] in cloth sacks, the cloth sacks containing the cement are not sold, but remain the property of the Cement Company and must not be sold or used other than as containers of cement manufactured by the Alpha Portland Cement Company. The purchaser agrees to return said sacks to the Cement Company within ninety days of date of shipment of cement by the Cement Company. A rebate of twenty-five cents for each sack returned will be allowed by the Cement Company from the invoice price of the cement when the sacks are returned to the cement company in good condition, freight prepaid, subject to cement company's count and inspection. Cement company will not accept for rebate sacks bearing brands other than its own or bags that have been wet or are otherwise worthless. Such sacks if received will be held at shipper's risk subject to his order for thirty days only. Should the Alpha Portland Cement Company change its cloth sacks basis, the right is reserved to adjust the delivered price of the cement accordingly.

IV

If, during the life of this agreement, the financial responsibility of the buyer becomes impaired or unsatisfactory to the cement company, cash payments with above discounts must be made before shipment, or satisfactory security must be given by the buyer.

V

The purchaser shall give cement company shipping instructions in writing a reasonable time before shipments are to be made. The cement company will not be responsible for delays in transit. All [fol. 1707] orders and contracts are accepted subject to governmental

restrictions, strikes, including coal strikes in either the Anthracite or Bituminous coal regions, differences with employees, accidents to machinery, fire, flood, car famine, or other contingencies beyond the control of either the Cement Company or buyer, and said causes shall, during their existence, excuse either party from the performance of this contract and operate as a proportionate rescission thereof. Provided, that prompt notice shall be given by the party suffering from such disability to the other party, in writing, specifying the cause, otherwise this agreement shall remain in full force and effect. The buyer shall not in any event, however, be entitled to demand or receive deliveries of cement from the cement company subsequent to the date herein specified for the expiration of the agreement.

VI

Alpha Portland Cement to be furnished hereunder is to conform in every respect to specifications of United States Government, or standard specifications for portland cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but cement company can not be responsible for improper use of cement, therefore it will not guarantee finished work.

VII

Terms of payment: 10 cents per barrel off for cash in ten days from date of invoice, or 30 days net from date of invoice.

[fol. 1707½]

Bath Portland Cement Co.

I

The quantity of Bath Portland cement mentioned is for use in the work described, and if Buyer shall sell or otherwise dispose of any portion thereof in any work than described herein, or fail to comply with terms of payment or any of the conditions and limitations in this agreement, the Cement Company may at its option decline to make further deliveries hereunder, the buyer remaining liable for all unpaid accounts.

II

In making delivered prices, Cement Company will not be responsible for shortage or damage occurring in transit. Cement Company's responsibility ceases when shipments are delivered to Railroad Company on cars at its Mill. Railroad Company bills of lading shall be conclusive as to quantity and good condition of both Cement and packages when loaded on cars. The Buyer to have the benefit of any reduction and be liable for any advance in freight rates.

The Cement Company reserves the right to prescribe the routing by which the shipments shall be forwarded.

III

Cement Company will pay original purchaser — cents each for empty cloth cement sacks purchased hereunder on their receipt in [fol. 1708] serviceable condition at its mills, freight prepaid, subject to its inspection and count. Cement company will not purchase sacks bearing brands other than its own, or sacks that have been wet or are otherwise useless.

IV

If, during the life of this agreement, the financial responsibility of the buyer becomes impaired or unsatisfactory to the cement company, cash payments with above discounts must be made before shipment, or satisfactory security must be given by the buyer.

V

The purchaser shall give cement company shipping instructions in writing a reasonable time before shipments are to be made. The cement company will not be responsible for delays in transit. All orders and contracts are accepted subject to strikes, including coal strikes in either the anthracite or bituminous coal regions, differences with employees, accidents to machinery, fire, flood, car famine or other contingencies beyond the control of either the cement company or buyer, and said causes shall, during their existence, excuse either party from the performance of this contract, and operate as a proportionate rescission thereof. Provided that prompt notice shall be given by the party suffering from such disadvantage to the other party in writing, specifying the cause, otherwise this agreement shall remain in full force and effect. The buyer shall not in any [fol. 1708½] event, however, be entitled to demand or receive deliveries of cement from the cement company subsequent to the date herein specified for the expiration of the agreement.

VI

Bath portland cement to be furnished hereunder is to conform in every respect to specifications of United States Government or standard specifications for portland cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but cement company cannot be responsible for improper use of cement, therefore it will not guarantee finished work.

VII

Terms of Payment: 5 cents per barrel off in ten days from date of invoice, or 30 days net from date of invoice.

I

The quantity of Saylor's Portland Cement mentioned is for use in the work described, and if buyer shall sell or otherwise dispose of any portion of said cement or use portion thereof in any work other than described herein or fail to comply with the terms of payment or any of the conditions and limitations in this agreement, the cement company may at its option decline to make further deliveries hereunder. * * *

II

The price mentioned herein will be advanced to the extent of any additional war taxes or transportation charges on cement imposed by the U. S. Government.

In making delivered prices, cement company will not be responsible for shortage or damage occurring in transit. Cement company's responsibility ceases when shipments are delivered to railroad company on cars at its mill. Railroad company's bills of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars. The buyer to have the benefit of any reductions and to be liable for any advance in freight rates.

The cement company reserves the right to prescribe the routing by which the shipments shall be forwarded.

[fol. 1709½]

III

The price named herein is subject to change in the price of cloth bags. The change, however, will not affect the net price of cement, as we will repurchase cloth bags at the same price charged for them.

The cement company will pay the original purchaser 15 cents each for empty cloth cement sacks purchased hereunder on their receipt in serviceable condition at its mill, freight prepaid, subject to its inspection and count. Cement company will not purchase sacks bearing brands other than its own, or sacks that have been wet or are otherwise useless.

IV

If, during the life of this agreement, the financial responsibility of the buyer becomes impaired or unsatisfactory to the cement company, cash payment with above discount must be made before shipment, or satisfactory security must be given by the buyer.

V

The purchaser shall give Cement Company shipping instructions in writing a reasonable time before shipments are to be made. The Cement Company will not be responsible for delays in transit. All orders and contracts are accepted subject to strikes, including coal

strikes in either the Anthracite or Bituminous coal regions, differ- [fol. 1710] ences with employees, accidents to machinery, fire, flood, car famine or other contingencies beyond the control of either the Cement Company or Buyer, and said causes shall, during their existence, excuse either party from the performance of this contract and operate as a proportionate rescission thereof. Provided that prompt notice shall be given by the party suffering from such disability to the other party in writing, specifying the cause, otherwise this agreement shall remain in full force and effect. The Buyer shall not in any event, however, be entitled to demand or receive deliveries of cement from the Cement Company subsequent to the date herein specified for the expiration of this agreement.

VI

Saylor's Portland Cement to be furnished hereunder is to conform in every respect to specifications of United States Government or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but Cement Company cannot be responsible for improper use of cement, therefore, it will not guarantee finished work.

VII

Terms of Payment: 5 cents per barrel off for cash in ten days from date of invoice, or 30 days net from date of invoice.

[fol. 1710½] Dexter Portland Cement Co.

I

The quantity of Dexter Cement mentioned on the reverse side hereof is for use in the work described, and if buyer shall sell or otherwise dispose of any portion of said cement, or use any portion thereof in any work other than above described or assign this contract or any part thereof, or fail to comply with terms of payment, or any of the conditions and limitations in this agreement set out, or if in the opinion of the seller the buyer's credit * * * etc. * * * then in any such event or events, seller may at his option decline to make further deliveries hereunder, buyer remaining liable for all unpaid accounts.

II

The price stated herein is based on the freight rates in effect at the present time, and is subject to advance or reduction as the freight rates may be advanced or reduced, and will also be advanced to the extent of any additional war taxes imposed by the government on transportation charges.

All railroad demurrage, car service, and terminal charges imposed at destination shall be settled for, and borne by, buyer.

Seller reserves the right to determine and direct the route by which shipments hereunder shall be forwarded.

[fol. 1711]

III

If at any time during the life of this contract the seller advances or reduces the purchase price of cloth bags in accordance with terms on back hereof, the price named herein shall be advanced or reduced accordingly.

Seller will pay original purchaser ten cents each for empty cloth cement bags purchased hereunder bearing its brand, on their receipt in serviceable * * * at seller's mill, if returned within ninety days after their purchase, freight prepaid to Nazareth, Pennsylvania, subject to seller's inspection and count. Seller will not purchase bags bearing brands other than its own, or bags that have been wet or are otherwise useless.

IV

If in the opinion of seller the buyer's credit be or become impaired, then, in any such event or events, seller may, at his option, decline to make further deliveries hereunder, buyer remaining liable for all unpaid accounts.

V

Buyer shall give seller shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, [fol. 1711½] and other causes beyond seller's control and seller will not be responsible for delays in transit.

VI

The "Dexter" Portland Cement to be shipped hereunder is when shipped to conform in every respect to Specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but seller cannot be responsible for improper use of Cement, therefore will not guarantee finished work.

VII

The terms of payment shall be as follows, viz.: 30 days net, or, if invoice is paid in full within 10 days from date of shipment, 5 cents per barrel discount will be allowed, provided the purchaser has satisfied all past due prior indebtedness to us; payments to be made in cash or equivalent at Seller's Office, Nazareth, Pa.

[fol. 1712]

Edison Portland Cement Co.

I

It is understood and agreed by the parties hereto, that if any of the representations made by said purchaser to cement company in and

about securing the execution of this contract by cement company, are untrue, or, if any of the cement delivered hereunder is used for any purpose other than as represented, that then, and in such case, upon learning thereof, the cement company may cancel this contract, or the undelivered portion thereof, or any other order given to the cement company by said purchaser.

II

Price includes freight from mill to destination and will be increased at the option of the cement company to cover any advance in freight rates or taxes thereon at any time during the life of this contract.

The cement company will not be responsible for loss or damage to cement or packages in transit. The railway company's bills of lading shall be conclusive as to quantity and good condition of cement when loaded on cars at the cement company's plant.

All railroad and lighterage demurrage, car service and terminal charges at destination shall be settled for and borne by the purchaser. [fol. 1712½] The Cement company shall have the right to direct the route by which all shipments hereunder shall be forwarded.

III

The value of the packages *are* included in the herein stated prices. Shipments made in paper bags are at the purchaser's risk of breakage and resultant loss of cement. If cement is shipped in cloth sacks, the cement company will repurchase from the original purchaser at 15 cents each, the empty cloth sacks bearing the Edison brand, which are received by it in good condition, freight prepaid, at its works at New Village, N. J., within ninety days from date of shipment of cement.

The price in cloth is based on a cloth sack basis of 15 cents and should we change our cloth sack basis during the life of this contract, the right is reserved to adjust the delivered price accordingly.

IV

If, at any time, the financial responsibility of purchaser is unsatisfactory to the cement company, it reserves the right to require payments in advance or satisfactory security, or guarantee that invoices will be promptly paid when due.

If purchaser fails to comply with terms of payment, the cement company reserves the right to cancel unfilled portions of any contract or order, purchaser remaining liable for all unpaid accounts.

[fol. 1713]

V

The Cement Company shall not be responsible for delays in manufacture or shipping, due to strikes, differences with employees, scarcity of labor, accident, inability to secure cars, coal or material, fire,

flood, warfare, or other causes not under its control, nor for any delay in transportation.

VI

Specifications: The Cement delivered under this contract is, when shipped to conform in every respect to specifications of the United States Government for Portland cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers. The Cement Company cannot be responsible for improper use of cement and, therefore, will not guarantee finished work.

VII

Payment: Five Cents (5¢) per barrel discount for cash in ten (10) days from date of invoice, or net cash in thirty (30) days.

[fol. 1713½] Giant Portland Cement Co.

I

The quantity of Portland cement mentioned on the reverse side hereof is for use in the work described, and if buyer shall sell or otherwise dispose of any portion of said cement, or use any portion thereof in any work other than within described or assign this contract or any part thereof, or fail to comply with any of the conditions and limitations in this agreement set out seller may, at his option, decline to make further deliveries. * * *

II

Price is based on present rate of freight and is subject to advance or reduction in present rate from the seller's mills to point of delivery specified above. Price for water delivery is based on present rail rates and cost of water transportation and is subject to advance or reduction in the present rates. Seller reserves the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges imposed at destination shall be settled for, and be borne by, buyer.

Seller's invoice quantities shall be the basis of settlement and buyer shall not hold seller responsible for shortage of, or damage to, either cement or packages occurring in transit. Railroad company's bills of lading at the point of shipment shall be conclusive [fol. 1714] as to quantity and good condition of cement and packages when loaded on cars at seller's mill.

III

Seller will pay original buyer the amount per cloth sack included in price invoice for sacks purchased hereunder, bearing its brand on

their receipt in serviceable condition at seller's mill, Egypt, Lehigh County, Pa., Ironton Railroad Delivery, freight prepaid, if returned within ninety days after their purchase, subject to seller's inspection and count. Seller will not purchase sacks bearing brands other than its own, or sacks that have been wet or are otherwise useless.

If at any time during the life of this contract, the seller should make a general advance or reduction in price of cloth sacks in its quotations, such advance or reduction shall apply to any unfilled portion of this contract, and such sacks will be repurchased by seller at the same price at which they are billed to the original buyer, under terms as outlined hereon in the clause governing the return of cloth sacks.

IV

Orders are subject to approved credit and if the buyer fails to fulfill the terms of payment under this or other existing contracts between the buyer and the seller, the seller may defer further shipments until such payments are made, or may, at its option, terminate the contract. The seller reserves the right, even after partial shipments on [fol. 1714½] account of this contract, to require from the buyer satisfactory security for performance of the buyer's obligations; and refusal to furnish such security, will entitle the seller to suspend such shipments until such security is furnished or to terminate this contract. Termination of this contract under any of these conditions, shall not prejudice any claim for damages that the seller may be entitled to make.

V

Should any contingency at any time arise whereby production or shipments are curtailed or delayed, seller reserves the right to prorate shipments of cement to all buyers of record at such time. In addition to orders or contracts accepted hereunder, seller may have accepted and shall from time to time accept other orders and contracts, so as to have a market for its entire estimated output of cement under normal conditions. Therefore in the event seller shall at any time or for any cause be unable to deliver to all customers the entire quantity of cement required and called for by all its contracts then in force, the total of its production then available shall be applied pro rata on all said contracts, according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly and there shall be no liability on seller's part for the reduction so made.

[fol. 1715]

VI

Specifications: Giant Portland Cement is guaranteed to meet the requirements of the standard specifications adopted by the American Society for Testing Materials. We cannot be responsible for improper use of cement and therefore will not guarantee finished work.

VII

The terms of payment shall be as follows; viz: 30 days net, or, if invoice is paid in full, within (10) days from date of shipment and there are no past due bills outstanding for prior shipments, 10 cents per barrel discount will be allowed, payments to be made in cash or equivalent at seller's office, Philadelphia, Pa.

[fol. 1715½]

Glens Falls P. C. Co.

I

Buyer shall have no right to assign this contract. The material covered by it is sold to buyer upon the representation that it is purchased for use in the construction of work referred to. Use of the cement in any other work than that specified or disposition of it for any other purpose or resale of it for use in other than above described work shall give seller the option to terminate this contract and to refuse to deliver any more cement under it.

II

The prices on cement herein are based on the freight rates in effect at the present time and are subject to advance or reduction as the freight rates may be advanced or reduced. These prices will be advanced to the extent of any additional war taxes, on transportation charges on cement, imposed by the Government.

Seller reserves the right to determine and direct the route by which shipments hereunder shall be forwarded. All railroad demurrage car service and terminal charges at destination shall be settled for and borne by purchaser.

[fol. 1716]

III

Seller will pay original purchased and not any assignee, or trustee, 10 cents each for empty cloth cement bags purchased hereunder bearing its brand, on their receipt in serviceable condition at Seller's mill, if returned within 90 days after their purchase, freight prepaid, subject to seller's inspection and count. Seller will not purchase bags bearing brands other than its own, or bags that have been wet or otherwise made useless.

IV

If at any time the financial responsibility of buyer becomes impaired or unsatisfactory to seller it reserves the right to require payments in advance or satisfactory security or guarantee that invoices will be promptly paid when due. If buyer fails to comply with terms of payment, seller reserves the right to cancel unfilled portion of any contract or order, buyer remaining liable for all unpaid accounts.

V

Buyer shall give seller shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond seller's control, and seller will not be responsible for delays in transit. Should any contingency [fol. 1716½] at any time arise, whereby production or shipments are curtailed or delayed, seller reserves the right to prorate its shipment of cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder seller may have accepted and may from time to time accept, other orders and contracts so as to have a market for its entire estimated output of cement under normal conditions; therefore in the event seller shall at any time because of any such contingency be unable to deliver to all its customers the entire quantity of cement required and called for by all its contracts then in force, the total of Seller's production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly and there shall be no liability on seller's part for the reduction so made.

VI

The Iron Clad Portland Cement to be shipped hereunder is, when shipped, to conform in every respect to Specifications of United States Government, or Standard Specifications for Portland Cement adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but seller cannot be responsible for improper use of cement, therefore will not guarantee finished work.

[fol. 1717]

VII

The terms of payment shall be as follows, viz.: 30 days net, or, if invoice is paid in full within 10 days from date of shipment, 10 cents per barrel discount will be allowed, payments to be made in cash or equivalent at seller's office, Glens Falls, N. Y. Freight charges per tariff applying, from Glens Falls, N. Y., to point of delivery specified, shall be paid by buyer for account of seller, and the original paid freight bills sent to seller promptly for proper comparison.

[fol. 1717½]

Hercules Cement Corp.

I

Purchaser hereby agrees that all of the cement purchased hereunder shall be used in the following described work and that no portion thereof will be resold by the purchaser for use on any work other than above described.

If purchaser at any time fails to comply with any of the terms or conditions of this contract, seller reserves the right to cancel the then unfilled portion of this and/or other then existing contracts (and orders) between the parties, purchaser remaining liable for all then unpaid accounts.

II

Price includes freight at present rates, and will be increased to cover any advance in freight rates, and any additional Government tax on freight, at any time during the life of this contract. Purchaser shall pay all freight charges for account of Seller.

Seller shall have the right to direct the route by which all shipments hereunder shall be forwarded. All demurrage, car service and terminal charges imposed at destination shall be settled for and borne by Purchaser.

[fol. 1718]

III

Sacks: Seller will repurchase from the Purchaser at 25¢ each the empty cloth sacks bearing the Hercules brand which are received by it in good condition, freight prepaid, at its works at Hercules, Penna., within 90 days from date of shipment of cement.

The seller reserves the right to increase the repurchase price of its sacks and upon notice to this effect the price mentioned above shall be advanced proportionately per barrel on all deliveries thereafter.

IV

If at any time the financial responsibility of Purchaser becomes impaired or unsatisfactory to Seller, the latter reserves the right to require payments in advance or satisfactory security or guarantee that invoices will be promptly paid when due.

V

Seller shall not be liable for delays in manufacture or shipping, caused by strikes, scarcity of labor, accident to plant or machinery, inability to secure cars, coal or material, fire, flood, warfare, acts of God, or other causes not under Seller's control; neither shall Seller be liable for delays in transportation.

[fol. 1718½]

VI

The Hercules Cement to be shipped hereunder is to conform in every respect to "Standard Specifications and Tests for Portland Cement" c9-17 of the American Society for Testing Materials.

VII

Net cash in 30 days or 5c. per bbl. discount for payment in full within 10 days from date of invoice, provided all then prior existing indebtedness shall have been satisfied.

[fol. 1719]

Knickerbocker P. C. Co.

I

It is understood and agreed that the Cement sold and to be delivered under this contract is not to be used for any other purpose than for the work specified herein, nor may this agreement be transferred or sublet by Buyer without written consent of the Seller being obtained.

II

In case freight rates affecting transportation of any part of the cement covered hereby shall be increased or decreased during the life of this contract, the price hereinbefore set forth shall be advanced or decreased accordingly.

Seller reserves the right to control the routing of all shipments under this contract.

Seller shall not be held responsible for shortage or damage to cement or packages occurring in transit. Transportation company's bill of lading shall be conclusive as to quantity, also as to cement and packages being in good condition when loaded at Seller's factory.

III

When shipped in cloth sacks, it is agreed that the empties may be returned, subject to Seller's count and inspection, and for all received [fol. 1719½] in good condition at Seller's factory, Hudson Upper, N. Y., with carrying charges prepaid by the Buyer, credit will be allowed at the rate Fifteen (15¢) cents each.

IV

If, during the life of this contract, the financial responsibility of the Buyer becomes impaired or unsatisfactory to the Seller, it reserves the right to require the Buyer to make payment in advance, or to give satisfactory security or guarantee that invoices will be promptly paid when due.

V

Seller or Buyer shall not be responsible for delays due to the existence of war, strikes, lockouts, scarcity of labor, accidents, inability to secure cars, coal or material, transportation delays, fire, flood, acts of God, or other causes beyond the control of either the Seller or Buyer, preventing or interfering with the production, shipment or use of all or any part of the cement hereinafter referred to.

VI

Knickerbocker Portland Cement is guaranteed to meet the requirements of the Standard Specifications for Portland Cement adopted by the American Society for Testing Materials. Seller will [fol. 1720] not be responsible for the improper use of cement, therefore will not guarantee finished work.

VII

Thirty (30) days net on approved credit; five cents (5¢) per barrel discount will be allowed for payment in full within ten (10) days from date of invoice; all bills payable at 30 East 42nd Street, N. Y., in New York or Boston exchange.

[fol. 1720½]

Lawrence Cement Co.

I

It is understood and agreed that if any statement or representation made by the buyer concerning the use to be made of the cement or other matter involved in this contract is untrue, the Cement Company may cancel this contract and if any cement delivered under this contract is used for work other than that mentioned in the contract, the undelivered balance shall be cancelled, and such cancellation shall not release Buyer from any unpaid account.

II

This contract is based on the present cost of transportation, including railroad freight rates and rates by automobile or boat. Buyer is to have the benefit of any reduction and be liable for any advance in rates, or other charge imposed by the Government or any State or Municipality.

The Cement Company reserves the right to prescribe the route by which shipments shall be forwarded. In making delivered prices the Cement Company only guarantees cost at destination; its responsibility ceases when shipments are delivered to railway company on cars; and it is not responsible for shortage or damage occurring in transit or thereafter. The railroad company's bill of lading shall be conclusive as to quantity and good condition of both cement and [fol. 1721] packages when delivered on cars.

III

The price named herein for shipments in cotton sacks includes a charges of — cents each for cotton sacks. The Cement Company will repurchase from the original Buyer each cotton sack shipped on this contract at the price charged for it if returned within Ninety (90) days from date of invoice, in good condition, freight prepaid, subject to Cement Company's inspection and count. The right is reserved to increase the price at which sacks are charged and repurchased at any time without notice, but the change will not affect the net price of the cement. Paper bags are not returnable. The Cement Company will not purchase sacks bearing other brands, nor sacks that have been wet or are not otherwise in serviceable condition. Rejected sacks will be held at owner's risk for thirty (30) days only.

IV

If in the Cement Company's opinion, the Buyer's credit becomes impaired or unsatisfactory, it reserves the right to require payment in advance.

V

It is agreed that in the event of any strike, labor trouble, fire, breakdown, failure of machinery or other cause resulting in stop-[fol. 1721¹/₂] page or partial stoppage of the production of the Cement Company's cement or in the destruction of or damage to cement manufactured or in course of manufacture, or deficient transportation preventing the shipment of cement or inability to procure containers, or the normal supplies of coal or raw materials used in the manufacture of cement, shipments under this contract may be suspended or partially suspended as the case may be. In the event of such interruption, the Cement Company may prorate or discontinue shipments on all existing contracts, including those with other parties, during such interruptions.

VI

The Cement sold under this contract is guaranteed to meet the requirements of the standard specifications for Portland Cement of the American Society for Testing Materials. The Cement Company is not responsible for improper use of cement, and shall be free from any responsibility for finished work.

VII

Payments for cement, including sacks, to be made within thirty (30) days from date of shipment, subject to discount of 10¢ per barrel if paid within ten days of the date of invoice, provided all past due indebtedness shall have been paid. If amount of any invoice under this contract shall not be paid when due, the Cement Company may at its option, cancel all further deliveries under this agreement, and the Buyer shall remain liable for all unpaid accounts.

[fol. 1722]

Lehigh Portland Cement Co.

I

It is understood and agreed by the parties hereto, that if any of the representations made by said Purchaser to Cement Company in and about securing the execution of this contract by Cement Company, are untrue, or, if any of the cement delivered hereunder is used for any purpose other than as represented, then, and in such case, upon learning thereof, the Cement Company may cancel this contract, or the undelivered portion thereof, or any other order

given to the Cement Company by said Purchaser, and such cancellation shall in no wise release said Purchaser from unpaid accounts, or from liability to said Cement Company at the contract price for cement delivered prior to such cancellation.

II

This price is based on present freight rates and is subject to variation in proportion as the freight rates may be advanced or reduced; it is also subject to advance to the extent of any additional war taxes on transportation charges on cement which may be in the future be imposed by the Government.

The cement company shall have the right to direct the route by which all shipments hereunder shall be forwarded.

[fol. 1722½]

III

Cement to be packed in cloth. If cement is shipped in cloth sacks, the Cement Company will repurchase from the original Purchaser, at Fifteen cents each, the empty cloth sacks bearing the Lehigh brand, which are received by it in good condition, freight prepaid, at its works at West Coplay, Penna., or New Castle, Penna., within ninety (90) days from date of shipment of cement.

IV

If, at any time, the financial responsibility of Purchaser becomes impaired or unsatisfactory to the Cement Company, it reserves the right to require payments in advance, or satisfactory security or guarantee that invoices will be promptly paid when due.

If Purchaser fails to comply with terms of payment the Cement Company reserves the right to cancel unfilled portion of any contract or order, Purchaser remaining liable for all unpaid accounts.

V

The Cement Company shall not be responsible for delays in manufacture or shipping, due to strikes, differences with employees, scarcity of labor, accident, inability to secure cars, coal or material, fire, flood, warfare, or other causes not under its control, nor for any delay in transportation.

[fol. 1723]

VI

Specifications: The cement delivered under this contract is to conform to standard specifications for Portland Cement adopted August 16, 1909, by the American Society for Testing Materials with methods of testing recommended January 17, 1912, as amended by the American Society of Civil Engineers, or to U. S. Government specifications for Portland Cement, as set forth in Circular of the Bureau of Standards, No. 33.

VII

Payment: Net cash in thirty (30) days, or five cents (5¢) per barrel discount for cash in ten (10) days from date of invoice. Payable in New York or Chicago Exchange.

[fol. 1723½]

Nazareth Cement Co.

I

(The Specific Job Quotation becomes the Specific Job Contract when accepted.)

This quotation covers the entire and actual quantity (estimated at * * * barrels) of Portland Cement which buyer shall furnish or use in the following described work.

* * * * *

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

II

The prices on cement stated herein are based on the freight rates in effect at the present time, and are subject to advance or reduction, as the freight rates may be advanced or reduced. These prices will be advanced to the extent of any additional war taxes on transportation charges on cement, imposed by the Government.

In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Railroad company's bill of lading shall be conclusive as to quantity and good condition of both Cement and packages when loaded on cars.

We reserve the right to prescribe the route by which shipments [fol. 1724] shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

III

We will pay to original purchaser 15 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Rejected sacks may be destroyed or otherwise disposed of by this Company without liability unless they are removed by original purchaser within ten days after notice of rejection.

IV

Orders are subject to approved credit, and if — any time purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

V

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and [fol. 1724 $\frac{1}{2}$] contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of cement to all purchasers of record at such time.

VI

"Nazareth" Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to specifications of the United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of cement, therefore we will not guarantee finished work.

VII

Thirty days net; 5 cents per barrel discount for payment in full within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Nazareth, Pa.

[fol. 1725]

Penn-Allen Cement Co.

I

(The Specific Job Quotation becomes the Specific Job Contract when accepted.)

This quotation covers the entire and actual quantity (estimated at — barrels) of Portland Cement which buyer shall furnish or use solely in the following described work.

* * * * *

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portions of any contract or order, purchaser remaining liable for all unpaid accounts.

II

The price named in this quotation is subject to change in freight rates and any additional war tax on freight on cement that may be imposed by the Government.

In making delivered prices we only guarantee cost at destination and will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to Railroad Company on cars or at mill. Railroad Company's bill of lading shall be conclusive as to the quantity and good condition of both cement and packages when loaded in the cars.

We reserve the right to prescribe routing by which the shipment shall be forwarded. All railroad demurrage, car service and terminal [fol. 1725½] charges at destination shall be settled for by the purchaser.

III

Price of cloth sacks is included in invoice, which must be paid without deduction. We will pay to the original purchaser 15 cents each for empty cloth sacks bearing our brand, on their receipt in serviceable condition at our mill, if returned within ninety days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own or sacks that have been wet or are otherwise useless. Rejected or foreign sacks will be held at owner's risk, subject to his order, for thirty days only.

IV

Orders are subject to approved credit, and if at any time the purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance, and pending the same may withhold shipment and if within a reasonable time in the judgment of this Company such cash or approved credit has not been furnished, we may declare the order or contract cancelled.

V

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. We will not be [fol. 1726] responsible for delays in transit. All orders and contracts are accepted subject to strikes, including coal strikes in either the anthracite or bituminous coal regions, differences with employees, accidents to machinery, fire, flood, car famine or other contingencies beyond control of either buyer or seller. Therefore, in the event we shall at any time or for any cause be unable to deliver to our customers the entire quantity of cement required and called for by all our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts, according to their

requirements respectively and the amount delivered on each contract may be reduced accordingly and there shall be no liability on our part for the reduction so made.

VII

Penn-Allen Portland Cement is guaranteed to meet the requirements of the Standard Specifications for cement of the American Society for Testing Materials, serial designation C-9-17. We cannot be responsible for improper use of cement and therefore will not guarantee finished work.

VII

On approved credit, net thirty days, or five (5) cents per barrel discount for payment in full including sacks within ten days from date of invoice.

[fol. 1726½]

Pennsylvania Cement Co.

I

(The Specific Job Quotation when accepted becomes the Specific Job Contract.)

Any cement furnished under this quotation is to be used solely for the purpose and upon the work particularly specified above, and to be furnished in about equal monthly proportions.

The Seller may require the Purchaser to furnish evidence satisfactory to the seller that the cement is being used in the construction of the work specified, and if there shall be any diversion the seller may thereupon, at its option, terminate this agreement.

II

This price is based upon the present freight rate and tax on same and is subject to advance or reduction as the freight rate or tax may be advanced or reduced. Freight charges are to be paid by you and will be deducted from the face of the invoice when rendered.

III

Freight charges are to be paid by you and will be deducted from the face of the invoices when rendered.

[fol. 1727] The charge of * * * made for each bag shipped, will be credited by the company to the purchaser's account or paid in cash if nothing is due from the purchaser when such bags are returned to the cement company within such time in good condition, freight prepaid. The company's count and inspection to be final. No credit will be given for worthless bags or for bags other than those shipped by this company.

IV

If during the life of this agreement the financial responsibility of the purchaser shall become unsatisfactory to the seller, it may require cash payments or security satisfactory to it, in default of which this agreement may be thereupon terminated by the seller.

V

All agreements are contingent upon Government restrictions, regulations or requirements, fire, floods, strikes, accidents, delays of carriers or failure of transportation lines to furnish the necessary service and equipment in transporting the commodity, or other delays unavoidable or beyond our control.

VI

Specifications: The cement delivered under this contract is to comply [fol. 1727½] with the requirements of the Standard Specifications for Portland cement as adopted by the American Society for Testing Materials, when tested in accordance with the methods of test recommended by the American Society of Civil Engineers.

VII

Terms of Payment: 30 days net from date of invoice or — per barrel discount allowed for cash in 10 days from date of invoice. Export shipments are cash f. a. s.

[fol. 1728] Phoenix Portland Cement Co.

I

(The Specific Work Quotation when accepted becomes the Specific Job Contract.)

This quotation covers the entire and actual quantity (estimated at — barrels) of Portland Cement which buyer shall furnish or use in the following described work.

* * * * * * *

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portions of any contract or order, purchaser remaining liable for all unpaid accounts.

II

Price includes freight at present rates and will be increased to cover any advance in freight rates at any time during the life of this contract or any tax charge upon them.

In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in

transit. Railroad company's bill of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

We reserve the right to prescribe the route by which shipments [fol. 1728 $\frac{1}{2}$] shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

III

We will pay to original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand on their receipt in serviceable condition at our Mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count, and Cement Company's Credit Memorandum mailed to the buyer to be conclusive as to the number and quality of sacks repurchased. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Rejected sacks may be destroyed or otherwise disposed of by this Company without liability unless they are removed by original purchaser within ten days after notice of rejection.

IV

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or becomes in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

[fol. 1729]

V

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of Cement to all purchasers of record at such time.

VI

Phoenix Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to specifications of the United States Government or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

VII

Thirty days net; 5 cents per barrel discount for payment in full within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Philadelphia. Original paid freight bills to be sent us promptly for comparison.

[fol. 1729½] Security Cement & Lime Co.

I

(The Specific Job Quotation when accepted becomes the Specific Job contract.)

This quotation covers the entire and actual quantity (estimated at — barrels) of Portland Cement which buyer shall furnish or use in the following described work.

* * * * * *

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portions of any contract or order, purchaser remaining liable for all unpaid accounts.

II

The prices named in this quotation are subject to changes in transportation charges.

In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Railroad company's bill of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

[fol. 1730] III

We will pay to original purchaser fifteen cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our mill, Security, Md., if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Rejected sacks will be held at owner's risk, subject to his order, for thirty days after notice of rejection only.

IV

If at any time purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to re-

quire payment in advance or satisfactory assurance that bills will be promptly paid when due. If such assurance is not forthcoming within a reasonable time, we reserve the right to cancel this quotation and contract.

V

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible [fol. 1730½] for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of Cement to all purchasers of record at such time on basis of tonnage available, and our liability will be reduced accordingly.

VI

Security Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to specifications of the United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials. We cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

VII

Thirty net or five (5) cents per barrel discount for payment in full within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Hagerstown, Md. Original paid freight bills to be sent us promptly for credit.

[fol. 1731]

Vulcanite P. C. Co.

I

(The Specific Job Quotation when accepted becomes the Specific Job Contract.)

The material covered by it is sold to the buyer upon the representation that it is purchased for use in the construction of work referred to. Use of the cement in any other work than that specified, or disposition of it for any other purpose, or resale of it for use in other than above described work, shall give the seller the option to terminate this contract and to refuse to deliver any more cement under it.

II

The buyer to have the benefit of any reduction and to be liable for any advance in freight rates. Any tax on freight bills is to be paid by the buyer. In the event of prepayment of freight or other

railroad or terminal charges the buyer shall settle these in cash on presentation of invoice by the seller.

In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Railroad company's bill of lading shall be conclusive as to quantity and good condition of both cement and package when loaded on cars.

We reserve the right to prescribe the route by which shipments [fol. 1731½] shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

III

Sacks bearing our brand, or trade mark, properly bundled, and so marked as to insure complete identification, received by us in serviceable condition at our Mill will be purchased from the original purchaser at 15 cents each, if purchased of us containing "Vulcanite" Portland Cement, which cement was used in the work described on front of this contract, provided these sacks are shipped within ten days after being emptied, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own or sacks that have been wet or otherwise useless. Rejected sacks, or sacks bearing other brands, may be destroyed or otherwise disposed of by this company without liability, unless they are removed by original purchaser within ten days after notice of rejection.

IV

If at any time purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

[fol. 1732]

V

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping and other causes beyond our control; we will not be responsible for delays in transit, delays in manufacturing or in shipping, caused by strikes, differences with workmen, accidents at our plant, inability to procure cars, coal or other material, or for orders, rules or regulations received by us from the United States Government which would prevent our carrying out all the terms and conditions of this contract. Should any such contingencies or other contingencies arise at any time during the period covered by this contract, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of Cement to all purchasers of record at such time.

8
9
5

VI

"Vulcanite" Portland Cement to be furnished hereunder is when shipped to conform in every respect to specifications of the United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society [fol. 1732½] of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

VII

Thirty days net; 5 cents per barrel discount for payment in full within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Philadelphia, U. S. A. Original paid freight bills to be sent us promptly for comparison.

[fol. 1733]

Govt. Ex. No. 591

"The Standard by which all other makes are measured"

The Atlas Portland Cement Company

New York, Boston, Philadelphia, Birmingham, Dayton, St. Louis,
Des Moines, Chicago

Specific Job Quotation No. —

We quote you on "Atlas" Portland Cement for shipment prior to
— — —, \$— per barrel in 4 cloth sacks; \$— per barrel in 4
paper sacks; \$— per barrel in bulk, all in car load lots, f. o. b. cars.

Description of Work: —.

This quotation is intended to cover the full Portland Cement requirements of the work herein described, but not exceeding the estimated requirements of — barrels of "Atlas" Portland Cement.

Any shipments made on a contract accepted under this quotation, will be at the current destination price on "Atlas" Portland Cement on the date of shipment, if such price is below the destination price herein mentioned.

The above price includes a charge of — c. each for cloth sacks. [fol. 1733½] If at any time the cost of new cloth sacks to us shall be in excess of — c. each, the above price for deliveries thereafter shall, at our option, be increased from time to time, by a sum determined by us not exceeding such excess. Cloth sacks will be repurchased at the same price at which they are charged out.

If at any time we shall experience such difficulty in securing cloth sacks as, in our opinion, makes shipment in cloth sacks impracticable,

then upon 5 days' notice to you, we may (until such difficulty is removed) ship in paper sacks or at your option in bulk at the prices shown above. Paper sacks will not be repurchased by us.

Prices herein quoted are subject to any increase or decrease in transportation charges from those now in effect.

Terms of payment: On approved credit 30 days net or 10 cents per barrel discount for payment in full within 10 days from date of invoice, payment to be made to the office from which invoice is dated in funds payable in that city, provided there are no overdue accounts unpaid.

The terms, conditions, and limitations printed on the reverse of this quotation are made a part hereof as fully as if written here.

This quotation is for acceptance prior to — — —.

We hope to be favored with your order.

Yours very truly, The Atlas Portland Cement Company, by
— — —.

[fol. 1734] Acceptance: Please enter my (our) order in accordance with this quotation, as I (we) have sold the cement for the work described. I (we) hereby accept the price and all the conditions of the above specified job quotation and agree, at your option, to execute promptly a contract therefor on your regular Specific Work Sales form, covering Portland Cement required to be used for the work described.

— — —, Purchaser.

NOTE.—Quotation is made in duplicate; if accepted, please sign and return one copy and retain the other.

Terms, Conditions, and Limitations

Cloth Sacks: The Cement Company will purchase at the price charged on its invoices, only from the Party to whom the sale was made, and not from any Assignee or Trustee, empty cloth sacks bearing its brand and proper identification marks, purchased of the Cement Company, upon their receipt in serviceable condition at the Cement Company's mill if returned within ninety (90) days after their purchase freight prepaid, subject to the Cement Company's inspection and count. Cement Company does not purchase sacks bearing brands other than its own, or sacks that have been wet or are otherwise useless.

Freights: The Cement Company reserves the right to prescribe the route by which shipments shall be forwarded and to make shipments prepaid or collect at its option. In making delivered prices, the [fol. 1734½] Cement Company only guarantees cost at destination, and will not be responsible for shortage or damage occurring in transit.

General: The Purchaser shall not have the right to transfer or sublet this Agreement in whole or in part.

The Purchaser shall give the Cement Company shipping instructions in writing a reasonable time before shipments are to be made, and the Cement Company shall not be responsible for delays in manufacture or shipping cement, caused by Strikes, Accidents, Fires, Breakdowns, Failure of Machinery, Embargoes, Car Shortage, Labor Scarcity, Labor Agitation, Failure to receive Coal from Mines from which the Cement Company secures its supplies of coal, Delays in Transportation, Acts of God, or other causes beyond its control. In any of such events the Cement Company may determine as nearly as practicable the pro rata share of cement of each of its customers after reserving the Cement Company's usual percentage of its shipments for its dealers' warehouse trade, and may limit and reduce shipments hereunder according to such pro rata share of the Purchaser. The Cement Company shall have the right to sell or agree to sell, from time to time, its cement under other agreements and orders, and in the event the Cement Company shall at any time for any cause whatsoever be unable to make and ship cement in accordance with its agreements and orders, the Cement Company may determine as nearly as practicable the pro rata share of the cement of each of its customers under its agreements and orders after reserving the Cement Company's usual percentage of its shipments for its dealers' warehouse trade, and may limit and reduce [fol. 1735] shipments hereunder according to such pro rata share of the Purchaser. The Cement Company shall not be obligated to make up any such limitation or reduction and its determination as to the necessity for pro rating and the prorata share of the purchaser shall be final.

The Purchaser shall, on or about the first day of each month, if requested by and on forms furnished by the Cement Company, correctly inform the Cement Company of the amount of Atlas Portland Cement delivered for or used on the work herein described during the preceding month or months since date hereof.

In case, while this contract is unfulfilled by either party, there shall be another contract between the same parties, for the sale and delivery of cement by the Cement Company, and under such other contract the Purchaser shall be in default, the Cement Company shall be under no obligation to make shipments under this contract while such default exists, and for such default the Cement Company shall have the right to demand cash payments hereunder or to cancel this contract without affecting the obligation of the Purchaser on any unpaid accounts. "Atlas" Portland Cement to be furnished hereunder is when shipped to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but the Cement Company cannot be responsible for improper use of cement, therefore Cement Company will not guarantee finished work.

[fol. 1735½]

Govt. Ex. No. 592

The Allentown Portland Cement Co.

Allentown, Pennsylvania

Special Quotation for Specific Work

Allentown Portland Cement

We quote you, subject to all the terms, conditions and limitations on both sides hereof, on Allentown Portland Cement for work herein described; and for shipment according to contract requirements, between date hereof and — not to exceed, however, — bbls. in any one month:

Allentown Portland Cement in 4 Cloth Sacks at — per Standard Bbl.; in 4 Paper Bags at — per Standard Bbl.; in carloads, f. o. b. cars, Evansville, Berks Co., Pa., freight allowed to: —.

This price includes the package in which the Cement is to be shipped.

This quotation is intended to cover the entire and actual quantity (estimated at — barrels) of Portland Cement which buyer shall be required to, and in fact shall, furnish or use in the following described work, but not in any event to exceed the estimated quantity above stated by more than 10%.

[fol. 1736] Description of Work: —.

The price named is subject to change in the price of bags, as may become the custom of the trade. The change, however, affecting this quotation will not affect the net price as we will repurchase bags at the same price as we charge for them.

This quotation, if to a dealer for resale of Cement for use in the work described, is subject to the execution of a written contract between such dealer and his customer in conformity herewith on our regular form furnished for dealers' use, the original or a duplicate thereof to be filed with us.

This quotation is for acceptance within 5 days of formal award of contract for work described, but is void if not accepted within 15 days from date hereof. We send you this proposition in duplicate; upon our receiving one of the copies signed by you it shall constitute a contract between us.

All contracts must be approved by Manager of Sales or Official of the Company.

Yours very truly, The Allentown Portland Cement Co.

Approved: — —, Manager of Sales.

Accepted this — day of —, —, at —. (Signature:) —
—, Purchaser.

[fol. 1736½] Terms, Conditions, and Limitations

Payment: 30 days net; 5 cents per barrel discount for Payment in Full within 10 days from date of invoice. Payments to be made in cash or equivalent at our Office, Allentown, Pa. Original paid freight bills to be sent us promptly for credit.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or become, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

In making delivered prices we guarantee only cost at destination, and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to Railroad Company on cars at our Mill. Railroad Company's bills of lading shall be conclusive as to quantity and good condition of both Cement and packages when loaded on cars.

We will pay to original purchaser — cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our Mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. [fol. 1737] We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Unless otherwise agreed, the quotation on reverse side is limited to One Carload of Cement and applies only on shipments billed to and unloaded at point of delivery specified.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control and *and* we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of Cement to all purchasers of record at such time.

Allentown Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials, when tested by methods of testing recommended by the American Society [fol. 1737½] of Civil Engineers, but we cannot be responsible for

improper use of Cement, therefore we will not guarantee finished work.

Prices herein are subject to any increase or decrease in freight rates from those now in effect.

These prices will be advanced to the extent of any additional war taxes, on transportation charges on cement, imposed by the Government.

The Allentown Portland Cement Company.

[fol. 1738]

Govt. Ex. No. 593

Alpha Portland Cement Co.

Office: Easton, Pa.; Chicago, Ill.

Easton, Pa.

We quote you subject to all the terms, conditions and limitations on both sides hereof on Alpha Portland Cement for work herein described; and for shipment according to contract requirements.

In carload lots, f. o. b. cars.

In cloth sacks \$— per standard barrel (376 lbs. net).

If shipped in paper sacks twenty-five (25c.) cents per barrel less than cloth price.

If shipped in bulk forty-five (45c.) cents per barrel less than cloth price.

The price of cement stated herein is based on the transportation charges in effect at the present time and is subject to advance or reduction as the transportation charges may be advanced or reduced.

Contract made under this quotation will include the following provision: "Any decline in Cement Company's market price during the life of this agreement shall apply to shipments under this agreement made after date of reduction and during such period as the lower market price may be in effect."

[fol. 1738½] This quotation is intended to cover the actual quantity (estimated at — barrels) of Alpha Portland Cement for use in the following described work.

Description of Work: —.

Terms of Payment: On approved credit, 10 cents per barrel off for cash in ten days from date of invoice, or 30 days net from date of invoice. If, during the performance of the work, the financial responsibility of the purchaser becomes impaired or unsatisfactory to the Alpha Portland Cement Company, cash payments with above discount must be made before shipment, or satisfactory security must be given by the purchaser.

This quotation shall not be binding upon this Company unless accepted in writing by the purchaser on or before —, —.

Awaiting the favor of your acceptance, we remain,

Yours very truly, Alpha Portland Cement Company, by

Acceptance: I (we) hereby accept the price, terms and all conditions and limitations of the above special quotation and agree to execute promptly a contract therefor on your regular Memorandum of Agreement form, covering Portland Cement required and used for the work described.

Dated — —, — —.

— —, Purchaser.

[fol. 1739] Terms, Conditions, and Limitations

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

In making delivered prices we only guarantee cost at destination and we will not be responsible for shortage or damage occurring in transit; our responsibility ceases when shipments are delivered to Railroad Company on cars at our mill. Railroad Company's bills of lading shall be conclusive as to quantity and good condition of both cement and package when loaded in cars.

The prices herein quoted are the prices on cement. If shipped in cloth sacks, the cloth sacks containing the cement are not sold, but remain the property of the Cement Company and must not be sold or used other than as containers of cement manufactured by the Alpha Portland Cement Company. The purchaser agrees to return said sacks to the Cement Company within ninety (90) days of date of shipment of cement by the Cement Company. A rebate of ten (10c.) cents for each sack returned will be allowed by the Cement Company from the invoice price of the cement when the sacks are returned to the Cement Company in good condition, freight prepaid, subject to Cement Company's count and inspection. Cement Company will not accept for rebate sacks bearing brands other than its own or bags that have been wet or are other-[fol. 1739½] wise worthless. Such sacks if received will be held at shipper's risk subject to his order for thirty days only. Should the Alpha Portland Cement Company change its cloth sack basis, the right is reserved to adjust the delivered price of the cement accordingly.

Shipments in paper bags will be made at purchaser's risk of breakage and resultant loss.

The quotation on reverse side is limited to the quantity and delivery stipulated and work described.

The Cement Company reserves the right to prescribe the routing by which the shipment shall be forwarded.

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. We will not be responsible for delays in transit. All orders and contracts are accepted subject to government restrictions, strikes, including coal strikes in either the Anthracite or Bituminous coal regions, differences with employees, accidents to machinery, fire, flood, car

famine, or other contingencies beyond the control of either Buyer or Seller.

Alpha Portland Cement to be furnished hereunder is to conform in every respect to specifications of United States Government, or standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

[fol. 1740]

GOVT. EX. No. 594

Original

Quotation No. 299

Bath Portland Cement Co.

June 29th, 1918.

Messrs. Amos E. Stover, Palmyra, Pa.:

We quote you on Bath Portland Cement for shipment according to contract requirements, between date hereof and Oct. 1st, 1918, subject to all the terms, conditions and limitations on both sides hereof. It shall, however, be optional with us to ship a greater quantity than — bbls. within any one month.

Bath Portland Cement in 4 cloth sacks at \$2.83 per standard bbl., including the sacks.

Bath Portland Cement in 4 paper bags, 30 cents per bbl. less, including the bags.

If Cement has to be tested and held in bins, a charge of 3 cents per bbl. will be made.

F. O. B. Suedeburg, Pa.

This quotation covers the entire and actual quantity, viz: 170 barrels of Portland Cement which buyer shall furnish or use in the following described work only. The quantity stated is more or less within 10 per cent.

[fol. 1740½] Description of Work: One bridge at Pine Grove Township. Owners' State Highway Commission. State of Pennsylvania.

This quotation is for acceptance within 5 days of formal award of contract for work described, but is void if not accepted within 5 days from date hereof.

The above price is based on the present freight rates. The buyer to pay any advance over present rates and to be given the benefit of any reduction. The buyer to pay any tax imposed by the U. S. Government on freight bills.

We send you this quotation in duplicate. If you decide to accept same, return to us one of the copies properly executed, together with

the second copy for our signature. We will then officially execute same and return it to you, which will constitute a contract between us.

Remarks: —.

Bath Portland Cement Co. J. F. Twamley, 2nd Vice-Pres.

Accepted 1st day of July, 1918, at Palmyra, Pa. (Signature)
Amos E. Stover.

This Quotation is subject to terms and conditions on both sides hereof.

[fol. 1741] Terms, Conditions, and Limitations

Terms: Upon approved credit, thirty days net; 5 cents per barrel discount for cash payment in full within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Newark, N. J. Original paid freight bills to be sent us promptly for credit.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order without notice, purchaser remaining liable for all unpaid accounts.

If at any time purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payments in advance or satisfactory assurance that bills will be promptly paid when due.

Loss or Damage: In making delivered prices we guarantee only cost at destination, and we will not be responsible for shortage or damage occurring in transit. Railroad company's bill of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

Sacks: We will pay to original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their [fol. 1741½] receipt in serviceable condition at our mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Rejected sacks may be destroyed or otherwise disposed of by this Company without liability unless they are removed by original purchaser within ten days after notice of rejection. Paper bags are not returnable. Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of cement.

Quantity: The quotation on reverse side is limited to the quantity and delivery stipulated and work described.

Route and Terminal Charges: We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

Freight Charges: Freight charges will be deducted from all invoices, and are to be paid by the purchaser at destination, excepting on shipments to prepaid points.

Strikes, etc.: The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we [fol. 1742] will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of Cement to all purchasers of record at such time.

Specifications: Bath Portland Cement is guaranteed to meet the requirements of the Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore, we will not guarantee finished work.

Bath Portland Cement Company.

[fol. 1742½]

Govt. Ex. No. 595

Bath Portland Cement Co.

Works: Bath, Pa.; General Offices: Finance Building, Philadelphia

Terms of Payment: Thirty days net from date of invoice, or ten cents per barrel discount for cash in full within ten days from date of invoice. Orders accepted subject to approved credit. Payments to be made in cash or equivalent at our office, Philadelphia, Pa. If the financial responsibility of the buyer is or becomes impaired or unsatisfactory to us, security must be given by the buyer or cash payments with the above discount allowed must be made before shipment. If the buyer fails to comply with the terms of payment or with any of the other terms of sale, we reserve the right to cancel any unfilled portion of any contract or order without notice, the buyer remaining liable for all unpaid accounts.

Shortage or Damage: In making delivered prices we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to the railroad company in cars at our mill. The railroad company's bill of lading shall be [fol. 1743] conclusive as to quantity and good condition of both cement and packages when loaded on cars. We will not be responsible for breakage and resultant loss when shipments are made in paper sacks.

Freight Charges: When cement is sold at a delivered price freight charges will be deducted from all invoices, and are to be paid by the buyer at destination, excepting on shipments to prepaid points. This quotation is based on present freight rates: the buyer to have the benefit of any reduction and be liable for any advance in freight rates. We reserve the right to prescribe the routing by which shipments shall be forwarded. We are not responsible for delays in transit; railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

Sacks: We will pay the original purchaser ten cents each for empty cloth sacks purchased from us bearing our brand on their receipt in serviceable condition at our mill if returned within ninety days after their purchase; freight charges prepaid, subject to our count and inspection. Rejected sacks may be destroyed or otherwise disposed of by this Company without liability, unless they are removed by original purchaser within ten days after notice of rejection. There is no return value for paper sacks.

[fol. 1743½] Strikes: All orders and contracts are accepted subject to strikes, including coal strikes in either the anthracite or bituminous coal regions, differences with employees, accidents to machinery, fire, flood, car famine or other contingencies beyond the control of either ourselves or the buyer, and said causes shall, during their existence, excuse either party from the performance of an order or a contract, and operate as a proportionate rescission thereof, provided prompt notice shall be given by the party suffering from such disability to the other party in writing specifying the cause, otherwise this agreement shall remain in full force and effect.

Specifications: Bath Portland Cement to be furnished hereunder is to conform in every respect to specifications of the United States Government or Standard Specifications for Portland cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of cement, therefore we will not guarantee finished work.

Bath Portland Cement Co.

[fol. 1744]

Govt. Ex. No. 596

Specific Work Quotation

Saylor's Portland Cement

Coplay Cement Manufacturing Co.

Mills: Coplay, Lehigh County, Pa.

The First Portland Cement Manufactured in America

New York, March 17, 1919.

Windsor Cement Co., Hartford, Conn.

GENTLEMEN: We quote you subject to all the terms, conditions and limitations on both sides hereof on Saylor's Portland Cement for work herein described; and for shipment according to contract requirements.

In carload lots, f. o. b. cars at Hartford, Conn.

In cloth sacks \$3.49 per standard barrel (376 lbs. net) including four (4) sacks.

If shipped in paper sacks seventy (70) cents per barrel less than cloth price.

If shipments are required from bins set aside for the storage of specially tested cement, an additional charge of three (3) cents per barrel will be made for storage service.

[fol. 1744½] Quantity: Approximately 32,000 barrels.

Description of work: New Filtration Plant.


Terms of Payment: On approved credit, 5 cents per barrel off for cash in ten days from date of invoice, or 30 days net from date of invoice. If, during the performance of the work, the financial responsibility of the purchaser becomes impaired or unsatisfactory to the Coplay Cement Manufacturing Company, cash payments with above discount must be made before shipment, or satisfactory security must be given by the purchaser.

This quotation is for acceptance within 5 days of formal award of contract for work described, but in any event is void if not accepted within 15 days from date hereof; it is further subject to the execution of our regular form of Contract.

Yours respectfully, Coplay Cement Manufacturing Company.
J. F. Twamley, General Sales Manager.

The price named herein is subject to change in the price of cloth bags. The change, however, will not affect the net price of cement, as we will repurchase cloth bags at the same price charged for them.

The price mentioned herein will be advanced to the extent of any [fol. 1745] additional war taxes on transportation charges on cement imposed by the U. S. Government.

 Note change on reverse side hereof in price of cloth bags.

Terms, Conditions and Limitations

Payment: Thirty days net; 5 cents per barrel discount for Payment in Full within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Coplay, Pa., U. S. A. Original paid freight bills to be sent us promptly for credit.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

Loss or Damage: In making delivered prices we only guarantee cost at destination and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to Railroad Company on cars at our Mill. Rail-[fol. 1745½] road Company's bills of lading shall be conclusive as to quantity and good condition of both Cement and packages when loaded on cars.

Bags: We will pay to original purchaser 25 cents each for empty

cloth cement bags purchased of us, bearing our brand, on their receipt in serviceable condition at our Mill, if returned within 90 days after their purchase, freight prepaid to Coplay, Pa., subject to our inspection and count. We do not purchase bags bearing brands other than our own, or bags that have been wet or are otherwise useless.

Rejected bags may be destroyed or otherwise disposed of by this Company without liability unless they are removed by original purchaser within ten days after notice of rejection. Paper bags and wooden barrels are not returnable. Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of cement.

Quantity and Routing: We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

Shipping Instructions: The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made.

Strikes, etc.: All orders and contracts are accepted subject to strikes, including coal strikes in either the Anthracite or Bituminous [fol. 1746] coal regions, differences with employees, accidents to machinery, fire, flood, car famine, or other contingencies beyond the control of either Buyer or Seller; and Seller will not be responsible for delays in transit.

Specifications: Saylor's Portland Cement to be furnished hereunder is when shipped to conform in every respect to specifications of the United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

Coplay Cement Manufacturing Company.

[fol. 1746½]

Govt. Ex. No. 597

Specific Work Quotation

Dexter Portland Cement Company

New York, Nazareth, Pa., Philadelphia

We quote you, subject to all the terms, conditions and limitations on both sides hereof, on "Dexter" Portland Cement for work herein described; and for shipment according to contract requirements, between date hereof and ———, 19—, not to exceed, however — bbls. in any one month.

Dexter Portland Cement in 4 cloth bags at — per standard bbl.

Price in paper bags 25c per bbl. less than in Cloth bags, in earloads, f. o. b. cars, —.

This price includes the bags in which the cement is to be shipped. In the event that the repurchase price of cloth bags is advanced or reduced, the price named herein shall be advanced or reduced accordingly.

The price stated herein is based on the freight rates in effect at the present time, and is subject to advance or reduction, as the freight rates may be advanced or reduced, and will also be advanced to the extent of any additional war taxes imposed by the Government on transportation charges.

This quotation is intended to cover the entire and actual quantity (estimated at — barrels) of Portland Cement, which Buyer [fol. 1747] shall be required to, and in fact shall, furnish or use in the following described work.

Description of Work: This quotation, if to a dealer for resale of Cement for use in the work described, is subject to the execution of a written contract between such dealer and his customer in conformity herewith on our regular form furnished for dealer's use, the original or a duplicate thereof to be filed with us.

This quotation is for acceptance within 5 days of formal award of contract for work described, but is void if not accepted within 15 days from date hereof; It is further subject to the execution of our regular form Specific Work Sales Contract.

Yours respectfully, Dexter Portland Cement Company. —
—, Manager of Sales.

Acceptance: I (we) hereby accept the price, terms and all the conditions and limitations of the above special quotation and agree to execute promptly a contract therefore on your regular form Specific Work Sales Contract, covering Portland Cement required and used for the work described.

— —, Purchaser.

(NOTE.—Two copies are enclosed. Please accept and return one and retain the other.)

[fol. 1747½] Terms, Conditions, and Limitations

Payment: 1. Ten Cents (10¢) per barrel discount for full payment in cash or equivalent at our office, Nazareth, Pa., within ten days from date of invoice, provided the purchaser has satisfied all past due prior indebtedness to us.

2. In cash or equivalent at our office, Nazareth, Pa., within 30 days from date of invoice less credits issued.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or becomes, in our opinion, im-

paired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

Bags: We will pay to original purchaser 10 cents each for empty cloth cement bags purchased of us, bearing the brand of the Dexter Portland Cement Co., on their receipt in serviceable condition at the Mill, if returned within 90 days after their purchase, freight prepaid to Nazareth, Pa., subject to mill inspection and count. We do not purchase bags bearing other brands or bags that have been wet or are otherwise useless.

Rejected bags may be destroyed or otherwise disposed of by the Dexter Portland Cement Company without liability unless they are removed by original purchaser within ten days after notice of rejection.

Paper bags and wooden barrels are not returnable. Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of cement.

[fol. 1748] **Quantity and Routing:** The quotation on reverse side is limited to the quantity and delivery stipulated and work described.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded.

All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

Shipping Instructions: The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made.

Strikes, etc: All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit.

Specifications: "Dexter" Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to specifications of the United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

Guarantee: A test sheet signed by our chemist will be sent to each purchaser as evidence of our compliance with the above guarantee.

Dexter Portland Cement Company.

[fol. 1748½]

Govt. Ex. No. 598

Edison Portland Cement Co.

79 Milk Street, Boston, Mass.

January Eighteenth, Nineteen Hundred Nineteen.

The City Coal Company, 1095 Main St., Hartford, Conn.

Attention of Mr. G. W. Kierstead, Treas.

GENTLEMEN: For your information would advise that bids are to close January 27th for the Branch House, owner, Libby-McNeil & Libby, your City, same to be reinforced concrete three story,—112 x 48—, and we are therefore pleased to quote you on 2,000 barrels of Edison Cement, as follows:

Prices: \$3.49 per bbl. f. o. b. Hartford, Conn., Shipment in cloth; 2.79 per bbl. f. o. b. Hartford, Conn., Shipment in paper.

If shipments are required from bins set aside for the storage of especially tested cement an additional charge of three cents per barrel will be made for storage service.

[fol. 1749] Shipments: As advised prior to April 1st, 1919.

Acceptance: Within fifteen days from date hereof.

Prices shown on this quotation are subject to any increase or decrease that may become effective in current freight rates before shipment is made.

For other terms and conditions of this quotation see reverse side.

The Ellison Construction Company, James H. Grozier and Wilbur A. Wilcox all of your City are figuring this work, and we certainly trust that whoever is successful in securing the contract, that you will be fortunate enough to furnish them Edison Cement for same.

Thanking you in advance for the attention we know you will give this matter, and asking your advice should any information on this project come to you, also awaiting the award of contract with much interest, we are,

Yours very truly, Edison Portland Cement Company. A. C. Bruff, New England Sales Manager. ACB/K.

Terms: On approved credit, net thirty days, or five cents (5c.) per barrel discount for payment in full including sacks within ten days from date of invoice.

Credit. If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all [fol. 1749½] unpaid accounts. Orders are approvable as to credit at Home Office of the Cement Company, New Village, N. J., and if at any time the purchaser's financial responsibility shall be deemed unsatisfactory to the Cement Company, it may require approved security or demand cash payment, and pending same may withhold shipment, and if within a reasonable time, in the judgment of the

Cement Company, such cash or approved security has not been furnished, the Cement Company may declare the order or contract cancelled.

Delivery: In making delivered prices we only guarantee cost at destination and we will not be responsible for shortage or damage occurring in transit, our responsibility ceases when shipments are delivered to Railroad Company on cars at our mill. Railroad Company's bills of lading shall be conclusive as to quantity and good condition of both cement and package when loaded in cars.

Sacks: Price of cloth sacks is included in invoice, which must be paid without deduction. We will pay to original purchaser ten cents each for empty cloth cement sacks, bearing "Edison" brand, on their receipt in serviceable condition at our mill, New Village, N. J., freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own or sacks that have been wet or otherwise useless. Rejected or Foreign sacks will be held at owner's risk, subject to his order, for thirty days only. Shipments in paper bags will be made at purchaser's risk of breakage and resultant loss.

[fol. 1750] Claims for loss or damage will not be considered, unless supported by seal record and railroad agent's acknowledgment on freight bill. Freight over-charge claims must be accompanied by original receipted freight bill.

Date of Shipment: Orders entered for shipment on a specific date will at our option be shipped on that date unless sooner ordered out by purchaser. However, purchaser shall give the Cement Company shipping instructions a reasonable time before shipments are to be made and the Cement Company shall not be responsible for delays in manufacturing or shipping cement caused by strikes, differences with workmen, accidents at its works, inability to secure cars, coal or other material or other contingencies not under its control, nor for any delays in transportation.

Specifications: The cement is to conform to standard specifications for Portland cement adopted August 16, 1909, by the American Society for Testing Materials, with methods of testing recommended January 17, 1912, by the American Society of Civil Engineers; or to U. S. Government Specifications for Portland cement as set forth in Circular No. 33 of the Bureau of Standards.

[fol. 1750½]

Govt. Ex. No. 599

Original. Form C

All agreements contingent upon strikes, accidents or other causes beyond our control.

Giant Portland Cement Company

Main Office: 603-610 Pennsylvania Building, Philadelphia, Pa.

Special Quotation for Specific Work

May 27, 1919.

E. M. Rodrock Company, Paterson, N. J.

DEAR SIR: We quote you, subject to all the terms, conditions and limitations on both sides hereof, on "Giant" Portland Cement for work herein described; and for shipment according to contract requirements, between date hereof and December 31st 1919, not to exceed, however, — bbls. in any one month: "Giant" Portland Cement in 4 cloth sacks, 2.72, 4 paper sacks, — per Standard Bbl. in earloads, f. o. b. cars. Pequannock, N. J.

This price includes the sacks in which the Cement is to be shipped. [fol. 1751] This quotation is intended to cover the entire and actual quantity (estimated at 10,000 barrels) of Portland Cement which buyer shall be required to, and in fact shall, furnish or use in the following described work, but not in any event to exceed 110% of the estimated quantity above stated.

Description of Work: State Road work—Route No. 8 between Pequannock and Butler.

Any shipments made in 1919 on a contract placed under this quotation will be at the current price on Giant Portland Cement if such price is below the price herein mentioned.

Price as noted is based upon present rate of freight and is subject to any advance over present rate from our mills to point of delivery specified above. Also to any additional tax that may be imposed by the Government.

If shipments are required from bins set aside for the storage of specially tested cement, an additional charge of three cents (3¢) per barrel will be made for storage service.

This quotation is for acceptance within 5 days from this date, but is void if not accepted within 15 days from date hereof, and is subject to the execution of our regular form Specific Work Sales Contract.

Yours respectfully, Giant Portland Cement Company. R. E. Griffith, Vice-President. N.

[fol. 1751½] Terms, Conditions, and Limitations

Payment: 30 days net; 5 cents per barrel discount for payment in full, within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Philadelphia, Pa. Original paid freight bills to be sent us promptly for credit.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

If at any time purchaser's financial responsibility be or become impaired or unsatisfactory, we reserve the right to require payment

in advance or satisfactory assurance that bills will be promptly paid when due.

In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to Railroad Company on cars at our Mill. Railroad Company's bills of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

We will pay to original purchaser 15¢ each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our Mill, Egypt (Lehigh County, Pa.), via Lehigh Valley Railroad and Ironton Railroad, freight prepaid, if returned within 90 days after their purchase, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless. [fol. 1752] The quotation on reverse side is limited to the quantity and delivery stipulated and work described.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All deliveries are subject to unavoidable delays, whether caused by lack of transportation, strikes at works on the railroads or in the coal regions, accidents, casualties or any cause beyond our control. Any such cause shall, during its continuance, excuse performance on our part, and shall operate as a proportionate rescission of this agreement, unless otherwise expressly agreed; provided that prompt notice be given to the buyer, of the fact and cause of delay.

"Giant" Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

Giant Portland Cement Company.

[fol. 1752½]

Govt. Ex. No. 600

Hercules Cement Corporation

Philadelphia

Quotation No. —

GENTLEMEN: We quote you on — Barrels Hercules Portland Cement, for the requirements of the work herein described, subject to

all of the terms set forth below and in the contract form printed on the reverse side hereof, \$— per standard barrel, including package, to be packed in —, F. O. B., —.

Description of Work: "Any shipments made during 1922 on a contract placed under this quotation will be at the current destination price on Hercules Portland cement on the date of shipment, if such price is below the destination price herein mentioned."

Shipment between this date and — — —, not more than — barrels during any 30-day period.

This quotation is for acceptance prior to — — —.

Hoping that we may be favored with your order, we remain,

Yours very truly, Hercules Cement Corporation, by —

—.

[fol. 1753] Acceptance: I (we) hereby accept the price and all the conditions of the above quotation and agree, at your option, to execute promptly the contract printed on the reverse side hereof, after inserting in the blanks thereof the above terms as to place and time of delivery, description of work, quantity, price and package.

— — —, Purchaser.

— — —, 191—.

(NOTE.)—Quotation is made in duplicate and if accepted please sign and return one copy.

Hercules Cement Corporation, hereinafter called Seller, hereby agrees to sell and — — —, hereinafter called Purchaser, agrees to purchase Hercules Portland cement on the following terms and conditions:

Place of Delivery, F. O. B.: —.

Time of Delivery: —.

Seller shall not be obliged to ship hereunder more than — bbls. during any one calendar month or during any 30-day period.

Seller shall not be liable for delays in manufacture or shipping, caused by strikes, scarcity of labor, accident to plant or machinery, inability to secure cars, coal or material, fire, flood, warfare, acts of God, or other causes not under Seller's control; neither shall Seller be liable for delays in transportation.

[fol. 1753½] Description of Work: Purchaser hereby agrees that all of the cement purchased hereunder shall be used in the following described work, to wit: —, and that no portion hereof will be re-sold by the Purchaser for use on any other work, or used for any purpose or for any work other than above described.

Quantity: —.

Additional Quantity: In case the quantity herein specified proves insufficient for the needs of the Purchaser for Portland Cement within the time limit of delivery herein on the above-described work, Purchaser agrees to purchase and Seller agrees to sell a reasonable additional quantity of Hercules Cement at the same price and on same terms and conditions as herein specified, to meet the said

reasonable additional needs of Purchaser for said work within said time limit.

Price: — per standard barrel including package, in carload lots, to be packed in —.

Price includes freight at present rates, and will be increased to cover any advance in freight rates, and any additional Government tax on freight, at any time during the life of this contract. Purchaser shall pay all freight charges for account of Seller.

Terms of Payment: Net cash in 30 days or 10c per bbl. discount for payment in full within 10 days from date of invoice, provided all then prior existing indebtedness shall have been satisfied. Sacks must be paid for at same time as cement.

If at any time the financial responsibility of Purchaser becomes [fol. 1754] impaired or unsatisfactory to Seller, the latter reserves the right to require payments in advance or satisfactory security or guarantee that invoices will be promptly paid when due.

Shipping Instructions: Purchaser shall give to Seller shipping instructions in writing a reasonable time in each instance before shipments are to be made.

Routing and Terminal Charges: Seller shall have the right to direct the route by which all shipments hereunder shall be forwarded. All demurrage, car service and terminal charges imposed at destination shall be settled for and borne by Purchaser. Claims for loss or damage will not be considered unless presented within 60 days from date of shipment, supported by seal record and railroad agent's acknowledgment thereof on original paid freight bill. Freight over-charge claims must be supported by original paid freight bill.

Sacks: Seller will re-purchase from the Purchaser at 10c each the empty cloth sacks bearing the Hercules brand which are received by it in good condition, freight prepaid, at its works at Hercules, Penna., within 90 days from date of shipment of cement.

Specifications: The Hercules Cement to be shipped hereunder is to conform in every respect to "Standard Specifications and Tests for Portland Cement" C9-17 of the American Society for Testing Materials.

Assignment of Contract: This contract shall not be assigned by Purchaser except with written prior consent of the Seller.

[fols. 1754½ & 1755] The seller reserves the right to increase the repurchase price of its sacks and upon notice to this effect the price mentioned above shall be advanced proportionately per barrel on all deliveries thereafter.

If Purchaser at any time fails to comply with any of the terms or conditions of this contract, Seller reserves the right to cancel the then unfilled portion of this and/or other then existing contracts (and orders) between the parties, Purchaser remaining liable for all then unpaid accounts.

Hercules Cement Corporation, by — — —, Sales Manager

Approved — — —, — — —. (Purchaser's signature:) — — —.

Executed by the parties hereto, this — day of —, 191-.

[fol. 1755½]

Govt. Ex. No. 602

The Lawrence Cement Company

Business Established 1832

Selling Agents for Dragon Portland Cement

In Use Since 1889

Sales Office: No. 1 Broadway, New York

Frank H. Smith, Sales Manager

Nov. 15, 1919.

Windsor Cement Company, Hartford, Conn.

GENTLEMEN: The fulfillment of any agreement herein expressed must be contingent upon strikes, accidents, delays of carriers, and other delays beyond our control; and quotations not limited by date of option, may be Revised by us without notice.

Replying to your letter of Nov. 14th, we take pleasure in quoting you on "Dragon" Portland Cement for work of the Aberthaw Concs. Co. \$2.94 per barrel, in cotton sacks, f. o. b. cars Elmwood, Conn. [fol. 1756] This quotation is subject to 5c. per barrel discount for cash in 10 days or net 30 days.

This quotation is based on the present railroad freight rates and war taxes on transportation charges, and the buyer is to have the benefit of any reduction and be liable for any advance in these rates.

The price named herein includes a charge of fifteen cents each for cotton sacks. We will repurchase serviceable cotton sacks of our brand from the original purchaser at the price charged, when returned to our mill, freight prepaid, subject to our count and inspection.

Unless withdrawn by us, this quotation must be accepted by you within fifteen days. Upon receipt of your acceptance we will draw up a contract effective and binding only when signed by you and one of our officers, or the Sales Manager.

Soliciting the favor of your acceptance, we are,

Very truly yours, Frank H. Smith, Sales Manager.

[fol. 1756½]

Govt. Ex. No. 603

Lehigh Portland Cement Co.

6 Beacon Street, Boston, Mass.

Nov. 24, 1920.

Messrs. Manchester & Hudson Co., Providence, R. I.

GENTLEMEN: We quote you on Lehigh Portland Cement for the requirements of the work herein described, for delivery in carload

lots, F. O. B. cars Providence, R. I., \$4.32 per barrel in cotton, including sacks; \$3.62 per barrel in paper, including sacks.

If shipments are required from bins set aside for the storage of specially tested cement, an additional charge of three cents (3c.) per barrel will be made for storage service.

Work: Providence-Biltmore Hotel, Thompson-Starrett Co., Contractors.

Quantity: To be named on acceptance of quotation.

Shipments: During life of work, prior to December 31st, 1921.

Terms: Ten (10) cents per barrel discount for full payment within ten days from date of invoice; thirty days net.

[fol. 1757] Acceptance: This quotation is for your acceptance within five (5) days from date hereof.

Yours respectfully, Lehigh Portland Cement Company. J.
A. Gray, District Sales Manager. B.

The prices mentioned in this quotation are subject to future fluctuations in prices quoted by the Cement Company, but not to exceed prices named herein except by reason of an advance in freight rates; and if during the life of the contract, Cement Company increases or decreases the charge and repurchase price of cloth sacks, it is understood that prices named herein will be increased or decreased accordingly.

For other clauses which are a part of this quotation, see other side.

If, at any time, the financial responsibility of Purchaser becomes impaired or unsatisfactory to the Cement Company it reserves the right to require payments in advance, or satisfactory security or guarantee that invoices will be promptly paid when due. If Purchaser fails to comply with terms of payment, the Cement Company reserves the right to cancel unfulfilled portion of any contract or order. Purchaser remaining liable for all unpaid accounts.

The Cement Company shall not be responsible for delays in manufacture or shipping, due to strikes, differences with employees, [fol. 1757½] scarcity of labor, accident, inability to secure cars, coal or material, fire, flood, warfare or other causes not under its control nor for any delay in transportation.

Sacks must be paid for at the same time as cement.

If cement is shipped in cloth sacks, the Cement Company will repurchase from the original Purchaser, at 25¢ each, the empty cloth sacks bearing the "Lehigh" brand, which are received by it in good condition, freight prepaid at its works at West Coplay, Pennsylvania, New Castle, Pennsylvania, within ninety (90) days from date of shipment of cement. Claims for loss or damage will not be considered unless supported by seal record and railroad agent's acknowledgement on freight bill. Freight over-charge claims must be accompanied by original receipted freight bill.

Specifications: The cement delivered under this contract is to conform to standard specifications for Portland Cement adopted August 16, 1909, by the American Society for Testing Materials with methods of testing recommended January 17, 1912, as amended by the American Society of Civil Engineers; or to U. S. Government specifications

for Portland Cement, as set forth in Circular of the Bureau of Standards No. 33.

[fol. 1758]

Govt. Ex. No. 604

Specific Work Quotation

Phoenix Portland Cement Company

Real Estate Trust Building, Philadelphia, Pa.

Works: Nazareth, Pa.

Charles H. Cox, General Sales Manager:

We quote you on the full Portland Cement requirements of the following described work, estimated at — barrels of "Phoenix" Portland Cement.

It is understood that under no circumstances shall the Cement Company be obligated to ship hereon more than — barrels during any thirty (30) consecutive days nor to make any shipments on this contract subsequent to

Price: Phoenix Portland Cement in 4 cloth sacks, at \$— per standard bbl., including the sacks; Phoenix Portland Cement in 4 paper bags, at \$— per standard bbl., including the bag; Phoenix Portland Cement in bulk, at \$— for 376 lbs., equivalent to one (1) barrel net weight. F. O. B.

[fol. 1758½] Description of Work: —.

Terms of Payment: Thirty days net or ten (10) cents per barrel discount for payment in full within ten days from date of invoice.

This quotation is void unless accepted within — days from date.

Acceptance of this quotation, in writing, will, if approved by this Company, cause us to send you a regular form contract for your signature.

Remarks: —.

Respectfully, Phoenix Portland Cement Company. —
—, General Sales Manager.

For other clauses which are part of this quotation see other side.

Cloth Sacks: Sacks bearing the Phoenix brand or trade-mark, properly bundled and so marked as to insure complete identification, received by us in serviceable condition at our Mill, Nazareth, Pa., will be purchased from the original purchaser at Ten (10c.) cents each, if purchased of us containing "Phoenix" Portland Cement which cement was used in the work described, provided these sacks are shipped within ten days after being emptied, freight prepaid, subject to our inspection and count. Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of Cement. If, at any [fol. 1759] time, the cost of new cloth sacks increases or decreases to such an extent that the Cement Company deems it advisable to change the price at which empty sacks will be purchased, the price

named in this contract will be advanced or reduced accordingly. If, at any time, the Cement Company shall experience such difficulty in securing cloth sacks, as in its opinion would make shipment in cloth sacks impracticable, then upon ten days' notice to the purchaser it may until such difficulty is removed ship either in paper sacks at a price of Fifteen cents (15c.) per barrel more than the net price in cloth sacks, or in bulk when practicable at the net price in cloth sacks. The net price in cloth sacks is a price after deducting the repurchase price of empty sacks.

In making delivery prices the Cement Company only guarantees cost at destination and will not be responsible for shortage or damage occurring in transit. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by the Purchaser. The Cement Company shall not be responsible for delays in manufacture or shipping cement caused by Strikes, Accidents, Fires, Breakdowns, Failure of Machinery, Embargoes, Car Shortage, Labor Scarcity, Labor Agitations, Strikes in coal mines from which the Cement Company secures its coal supply, Acts of God or any other causes beyond its control or for any delay in transportation whereby shipments are curtailed or entirely suspended.

"Phoenix" Portland Cement to be furnished hereunder is when shipped to conform in every respect to the specifications of the United [fol. 1759½] States Government as of this date or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials.

Freight Rates: The purchaser to have the benefit of any reduction and to be liable for any advance in freight rates. Any tax on freight bills is to be paid by the purchaser. In the event of prepayment of freight or other railroad or terminal charges the purchaser shall settle these in cash on presentation of invoice by the seller.

[fol. 1760]

Govt. Ex. No. 605

Specific Job Quotation

Nazareth Cement Company

Main Office and Works: Nazareth, Pa., 1202 Wilson Bldg.

1270 Broadway, New York, N. Y.

In reply refer to file No. —.

Messrs. — — —:

We quote you on Nazareth Portland Cement for shipment according to contract requirements, between date hereof and — — —, — — —, subject to all the terms, conditions and limitations on both sides hereof. Quantity to be shipped not to exceed, however, — bbls., within any one month.

Nazareth Portland Cement in 4 cloth sacks at \$— per standard bbl. (376 lbs. net); Nazareth Portland Cement in 4 paper bags, at \$— per standard bbl., including the bags; Nazareth Portland Cement in bulk, 45¢ per barrel less than cloth price. F. O. B.

The prices on cement stated herein are based on the freight rates and transportation charges to destination named in effect at the [fol. 1760½] present time, and are subject to advance or reduction, as said charges may be advanced or reduced. These prices will be advanced to the extent of any additional War Taxes imposed by the Government on transportation charges or otherwise.

This quotation covers the entire and actual quantity (estimated at — barrels) of Portland Cement which buyer shall furnish or use in the following described work. The estimated quantity is more or less within 10 per cent.

Description of Work: —.

This quotation is for acceptance within 5 days of formal award of contract for work described, but is void if not accepted within — days from date hereof.

We send you this proposition in duplicate; upon our receiving one of the copies accepted by you in writing, it shall constitute a contract between us.

Remarks: —.

Respectfully yours, Nazareth Cement Co.

Accepted — day of —, —, at —. (Signature:) — —.

For other clauses which are a part of this Quotation see other side.

[fol. 1761] Terms, Agreements, and Limitations

Thirty days net; 5 cents per barrel discount for payment in full within 10 days from date of invoice. Payment to be made in cash or equivalent at our office, Nazareth, Pa.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

Loss or Damage: In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Railroad company's bill of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

Sacks: When shipped in cloth sacks, the sacks are not sold but remain the property of the Nazareth Cement Company as the prices

quoted herein are on cement only. These sacks must not be sold or used other than as containers of Nazareth Portland Cement. The [fol. 1761½] purchaser agrees to return said sacks to us, freight charges prepaid, within ninety (90) days from date of shipment of the cement by us. Upon their receipt at our mill and after our inspection and count a rebate of 10¢ for each serviceable sack will be allowed by us from the invoice price of the cement. We will not accept for rebate sacks bearing brand other than our own or sacks that have been wet or are otherwise useless. Such sacks may be destroyed or otherwise disposed of by this company without liability unless they are removed by the shipper within (30) days after notice of rejection. Paper bags are not returnable for rebate. Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of cement.

Quantity: Unless otherwise agreed, the quotation on the reverse side is limited to the quantity named and applies only on shipments billed to and unloaded at point of delivery specified and for the work described.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

Strikes, etc.: The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacture [fol. 1762] facturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of cement to all purchasers of record at such time.

Specifications: "Nazareth" Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to specifications of the United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

Nazareth Cement Company.

[fol. 1762½]

GOVT. EX. NO. 606

Penn-Allen Cement Company
Commonwealth Building, Allentown, Pa.
General Sales Office: Widener Building

Form in use after change of July 15, 1920

Philadelphia, Pa.

We quote you on Penn-Allen Portland Cement for the requirements of the work herein described, subject to all terms, conditions and limitations on both sides hereof, for delivery in carload lots f. o. b.

The price named in this quotation is subject to change in freight rates and any additional war tax on freight on cement that may be imposed by the Government.

In cloth sacks, \$— per standard barrel, including four (4) sacks;
in paper sacks, \$— per standard barrel, including four (4) sacks.

Quantity: This quotation covers the entire and actual quantity (estimated at — barrels) of portland cement which buyer shall furnish or use solely in the following described work.

Work: —.

Shipments: As required during progress of work to be completed [fol. 1763] prior to —, —. If shipments are required from bins set aside for the storage of specially tested cement, an additional charge of three (3) cents per barrel will be made for storage service.

Acceptance: This quotation is for acceptance within five (5) days of formal award of contract for work described, but is void if not accepted within fifteen (15) days from date hereof. We send you this proposition in duplicate; upon our receiving one of the copies accepted by you in writing it shall constitute a contract between us, subject to the approval of Cement Company.

Yours respectfully, Penn-Allen Cement Company, — —,
General Sales Manager.

Accepted — day of —, 19—, at —. (Signature:) — —.

For other clauses which are part of this quotation see other side.

Terms: On approved credit, net thirty days, or ten cents per barrel discount for payment in full including sacks within ten days from date of invoice.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portions of any contract or order, purchaser remaining liable for all unpaid accounts.

[fol. 1763½] Orders are subject to approved credit, and if at any time the purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require

payment in advance, and pending the same may withhold shipment and if within a reasonable time in the judgment of this Company such cash or approved credit has not been furnished, we may declare the order or contract cancelled.

Loss or Damage: In making delivered prices we only guarantee cost at destination and will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to Railroad Company on cars or at mill. Railroad Company's bill of lading shall be conclusive as to the quantity and good condition of both cement and packages when loaded in the cars.

Sacks: Price of cloth sacks is included in invoice, which must be paid without deduction. We will pay to the original purchaser 25 cents each for empty cloth sacks bearing our brand, on their receipt in serviceable condition at our mill, if returned within ninety days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own or sacks that have been wet or are otherwise useless. Rejected or foreign sacks will be held at owner's risk, subject to his order, for thirty days only. Shipments in paper bags will be made at purchaser's risk of breakage and resultant loss.

[fols. 1764-1766] **Routing:** We reserve the right to prescribe routing by which the shipment shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for by the purchaser.

Delays: The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. We will not be responsible for delays in transit. All orders and contracts are accepted subject to strikes including coal strikes in either the Anthracite or Bituminous coal regions, differences with employees, accidents to machinery, fire, flood, car famine or other contingencies beyond control of either buyer or seller. Therefore, in the event we shall at any time or for any cause be unable to deliver to our customers the entire quantity of cement required and called for by all our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts according to their requirements respectively and the amount delivered on each contract may be reduced accordingly and there shall be no liability on our part for the reduction so made.

Specifications: Penn-Allen portland cement is guaranteed to meet the requirements of the Standard Specifications for cement of the American Society for Testing Materials, serial designation C-9-17. We cannot be responsible for improper use of cement and therefore will not guarantee finished work.

[fol. 1766½]

Govt. Ex. No. 608

Security Cement & Lime Company

Hagerstown, Baltimore, Washington

Specific Job Quotation

One Million Barrels Security Portland Cement Annual Capacity

Contract No. —

— —, 192—.

Price: Subject to all the terms, conditions and limitations stated on both sides hereof, we, as Sellers, quote you, as Buyer, \$— for Security Portland Cement, per standard barrel, in 4 cloth sacks bearing "Security" copyrighted trademark; \$— for Security Portland Cement, per standard barrel, in 4 paper bags bearing "Security" copyrighted trademark; \$— for Security Portland Cement, per standard barrel of 376 lbs., in bulk without any package or trademark.

Place of Delivery: F. O. B. cars, via —.

Terms of Payment: Net cash thirty (30) days; or ten (10) cents per barrel discount for payment of invoice in full within ten (10) days from date of shipment, provided there are no overdue accounts [fol. 1767] unpaid; payments to be made in cash funds at Seller's office, Hagerstown, Md., without any deductions for package or other allowances unless Buyer has Seller's credit memorandum for same.

Time of Delivery: Shipments to be made in carloads, according to the requirements of the work, between — —, — —, and — —, — —, but not in excess of — barrels in any one month.

Freight: This price includes freight and taxes thereon at present rates, and will vary, up or down with any change in freight rates, taxes, or other charges affecting cost of transportation or delivery at any time during the life of this contract.

Quantity: This quotation covers the entire and actual quantity (estimated by the Buyer to be — barrels) of Portland Cement which Buyer shall furnish or use exclusively for the following described work:

Descrip'n of Work: —.

Time Limit: This quotation is for acceptance within five (5) days after formal award of contract for work described, but is void if not accepted within fifteen (15) days from date hereof.

Remarks: —.

Acceptance: This quotation is submitted in duplicate; upon Seller receiving at its main office Hagerstown, Md., within time limits aforesaid, one of the duplicates with Buyer's acceptance in writing on the first page thereof, it shall constitute a contract between you, as Buyer, and us, as Sellers obligating us to sell, and you to buy, receive and pay for, the full estimated Portland Cement

[fol. 1767½] requirements of the above described work, provided you then have actual need for, or bona fide order or contract binding you to furnish, the same; and your said acceptance shall constitute notice to us that you have such need, order or contract, and also your acquiescence in all the other provisions set forth on the reverse side of this sheet, which are a part of this quotation and contract just as though above written.

Very truly yours, Security Cement & Lime Company, by
 ———, General Sales Manager.

Accepted — day of ——. (Signature:) ———, by ———.

For other clauses, which are part of this quotation, see other side.

Other Terms, Conditions, and Limitations Covering This Quotation and Contract

Time Option: Seller may, at its option, extend the period for delivery beyond date specified on first page hereof if work is not then completed.

Quantity and Orders: Buyer shall give Seller shipping instructions, in writing, at a reasonable time before shipments are to be made, and Seller shall not be responsible for delays in transit.

In addition to orders and contracts accepted hereunder, Seller [fol. 1768] may have accepted, and may from time to time continue to accept, other orders and contracts so as to furnish it with a market for its entire estimated output.

This contract and orders hereunder are subject to contingencies of manufacturing and shipping, including strikes, lockouts, labor disputes (whether at Seller's mills or at the mills or mines of persons or corporations who are furnishing Seller with materials necessary in the manufacture of cement), delays or deficiency in transportation facilities, floods, fires, warfare, acts of public enemy, governmental restrictions, inability to secure sufficient labor, scarcity of coal, packages, or other materials, and any cause or causes beyond the control of either Buyer or Seller, and said cause or causes shall during their existence excuse either party from the performance of this contract and shall operate as a proportionate rescission thereof. Should production or shipments be curtailed or delayed at any time, due to such contingencies or causes, Sellers reserve the right to prorate shipments to all purchasers of record at such time on the basis of tonnage available, or which it may have on hand or produce, and the amount deliverable to each may be reduced accordingly, and there shall be no liability on Seller's part for the reduction so made. Seller may, at its option, supply said cement requirements from other sources, but shall not be obligated to do so.

The quotation on the reverse side hereof is limited to the quantity and deliveries stipulated for the work described and if it becomes a contract by acceptance by Buyer, Seller may cancel this contract [1768½] or any unfilled portion thereof by written notice to Buyer in case any cement shipped hereunder shall be used in any other

work or for any other purpose, or when said work is completed, or in case of any misstatement of fact relative thereto by Buyer to Seller influencing the execution of this contract. Such cancellation shall in no wise release Buyer from unpaid accounts or from liability to Seller at the contract price for cement delivered prior to such cancellation.

Routing: Seller reserves the right, at its option, to change and direct the route via which shipments hereunder shall be forwarded, and to make shipments prepaid or collect.

Loss or Damage: In making a delivered price at destination, Seller only guarantees cost to Buyer at destination and will not be responsible for shortage of, or damage to, either cement or packages occurring in transit.

Seller's invoiced quantities supported by railroad company's bill of lading shall be the basis for settlement by Buyer and conclusive as to the quantity and good condition of cement and package when loaded on cars at Seller's plant.

All railroad demurrage, car service and other terminal charges imposed at destination shall be borne and paid for by Buyer.

While assuming no responsibility for loss or damage after delivery of cement to carrier f. o. b. cars Seller's plant, Seller agrees to assist Buyer, so far as is reasonable, in securing payment from the transportation companies of all proper claims for such loss or damage.

[fol. 1769] **Claims:** All claims of either of the parties hereto against the other in any manner growing out of his contract shall be made in writing and filed by the party aggrieved with the other party hereto within ten (10) days after acquiring the knowledge upon which the claim is based, and, in any event, within thirty (30) days after the final date fixed for delivery of cement hereunder, and failure to so file said claim within said time limits shall be regarded as a complete waiver and release thereof.

Package: If the cement is shipped in cloth sacks, the cloth sacks are not sold to Buyer, but remain the property of Seller and must not be sold or used other than as containers of cement manufactured by Seller. Buyer agrees to return said sacks to Seller within ninety (90) days from date of shipment of the cement by Seller. An allowance to Buyer only of twenty-five (25) cents for each good sack will be made by Seller when returned in good condition, freight prepaid, to the mill of Seller, at Security, Md., subject to Seller's count and inspection. No allowance will be made for useless sacks or sacks which have been wet. Should any sacks bearing other than Security brand be received by Seller from Buyer, same will be held by Seller, at Buyer's risk and subject to his order, for thirty (30) days only after notice to Buyer from Seller of receipt of the same, after which time they may be destroyed or otherwise disposed of by Seller without liability.

The price herein named for cement in cloth sacks is based on a cloth sack basis of twenty-five (25) cents. Should Seller find it necessary in its general business to change its cloth sack basis, the

[fol. 1769½] right is reserved to adjust the delivered price of the cement accordingly, and the allowance for each of these sacks returned, as aforesaid, will be increased or decreased in accordance with said change in cloth sack basis.

The price herein named for cement in paper bags is based on a paper bag basis of thirty (30) cents per barrel. Should Seller during the life of this contract find it necessary in its general business to change the paper bag basis, the right is reserved to adjust the delivered price of the cement accordingly.

Paper bags are not returnable, and shipments therein are made at Buyer's risk of breakage and resultant loss of cement.

Specifications: The cement as shipped hereunder is to conform in all respects to the "Standard Specifications and Tests for Portland Cement" as adopted by the American Society for Testing Materials, September 1, 1916.

Seller is not responsible for the use of cement, nor workmanship therewith, and does not guarantee the resultant work.

Financial Credit: Terms of payment are of the essence of this contract.

If Buyer fails to comply with terms of payment, or with any of the other terms of sale, Seller reserves the right to cancel unfilled portion of this contract, Buyer remaining liable for all unpaid accounts.

If at any time Buyer's financial responsibility be, or become, in [fol. 1770] opinion of Seller, impaired or unsatisfactory, Seller reserves the right to require payment in advance, or satisfactory assurance that bills will be promptly paid when due. If such assurance is not forthcoming within a reasonable time, Seller reserves the right to cancel this contract.

Assignment of Contract: This quotation and contract shall be binding upon the heirs, executors, administrators, or assigns of the respective parties hereto, but shall not be assigned by Buyer except upon written prior consent of Seller.

[fol. 1770½]

Govt. Ex. No. 609

Vulcanite Portland Cement Company

Main Office: Land Title Bldg., Philadelphia

Quo. No. —. Job No. —.

Albert Moyer, Manager of Sales

Specific Job Quotation

Messrs. — — —:

We quote you on the full Portland Cement requirements of the following described work but not exceeding the estimated requirements of — barrels of Vulcanite Portland Cement. The cement

shall only be ordered and shipped, as nearly as practicable to meet the necessities of the work, it being understood, however, that under no circumstances shall the Cement Company be obligated to ship hereon more than — barrels during any 30 consecutive days nor subsequent to — — —.

Price: Vulcanite Portland Cement, in 4 cloth sacks, at \$— per standard bbl., including the sacks; Vulcanite Portland Cement, in 4 paper bags, at \$— per standard bbl., including the bags; Vulcanite [fol. 1771] Portland Cement in bulk, at \$— for 376 lbs., equivalent to one (1) barrel net weight. f.o.b.

Description of work: —.

Terms of Payment: Thirty days net or — per barrel discount for payment in full within ten days from date of invoice.

This quotation is void unless accepted within — days from date.

The acceptance of this quotation, verbally, or in writing, will not form a contract or obligate the Cement Company. Should the Purchaser wish to place orders under this quotation for the work herein specified, the acceptance of such orders by the Cement Company shall be at its option and subject to execution of formal contract covering the quantity and date of shipments required for the work specified, subject to all limitations as set forth in the contract.

Respectfully, Vulcanite Portland Cement Company. Albert Moyer, Manager of Sales.

Note change in price of cotton sacks from 25¢ to 10¢ each.

For other clauses which are part of this quotation see other side. [fol. 1771½] Cloth Sacks: Sacks bearing the Vulcanite brand or trade mark, properly bundled and so marked as to insure complete identification, received by us in serviceable condition at our Mill, Vulcanite, New Jersey, will be purchased from the original purchaser at ten (10) cents each, if purchased of us containing "Vulcanite" Portland Cement which Cement was used in the work described, provided these sacks are shipped within ten days after being emptied, freight prepaid, subject to our inspection and count. Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of Cement. If, at any time, the cost of new cloth sacks increases or decreases to such an extent that the Cement Company deems it advisable to change the price at which empty sacks will be purchased, the price named in this contract will be advanced or reduced accordingly. If, at any time, the Cement Company shall experience such difficulty in securing cloth sacks, as in its opinion would make shipment in cloth sacks impracticable, then upon ten days' notice to the purchaser it may until such difficulty is removed, ship either in paper sacks at a price of twenty-five (25) cents per barrel more than the net price in cloth sacks, or in bulk when practicable at the net price in cloth sacks. The net price in cloth sacks is a price after deducting the repurchase price of empty sacks.

In making delivery prices, the Cement Company only guarantees cost at destination and will not be responsible for shortage or damage occurring in transit. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by the Purchaser. The Cement Company shall not be responsible for [fol. 1772] delays in manufacture or shipping cement caused by Strikes, Accidents, Fires, Break-downs, Failure of Machinery, Embargoes, Car Shortage, Labor Scarcity, Labor Agitation, Strikes in coal mines from which the Cement Company secures its coal supply, Acts of God or any other causes beyond its control, or for any delay in transportation whereby shipments are curtailed or entirely suspended.

"Vulcanite" Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to the specifications of the United States Government as of this date or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials.

[fol. 1772½]

Govt. Ex. No. 610

Alpha Portland Cement Co.

Easton, Pa.

We take pleasure in quoting you on Alpha Portland Cement delivered in carload lots F. O. B. cars station named above as follows:

In cloth sacks, \$— per standard barrel (376 lbs. net); in paper bags, twenty-five (25) cents per barrel less than cloth price; in bulk, forty-five (45) cents per barrel less than cloth.

Price for immediate acceptance.

This price is on a quantity to be mutually agreed upon for shipment within fifteen days from date of your order.

Terms of Payment: On approved credit, 10 cents per barrel off for cash in ten days from date of invoice, or 30 days net from date of invoice.

This quotation is subject to terms, conditions and limitations on both sides hereof.

Yours very truly, Alpha Portland Cement Company.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled [fol. 1773] portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Orders are approvable as to credit, and if at any time the purchaser's financial responsibility shall be deemed unsatisfactory to the Cement Company, it may require approved security or demand cash payment, and pending same may withhold shipment, and if within a reasonable time, in the judgment of the Cement Company, such cash or approved security has not been furnished, the Cement Company may declare the order or contract cancelled.

In making delivered prices we only guarantee cost at destination and we will not be responsible for shortage or damage occurring in transit; our responsibility ceases when shipments are delivered to Railroad Company on cars at our mill. Railroad Company's bills of lading shall be conclusive as to quantity and good condition of both cement and package when loaded in cars.

The prices herein quoted are the prices on cement. If shipped in cloth sacks, the cloth sacks containing the cement are not sold, but remain the property of the Cement Company and must not be sold or used other than as containers of cement manufactured by the Alpha Portland Cement Company. The purchaser agrees to return said sacks to the Cement Company within ninety (90) days of date of shipment of cement by the Cement Company. A rebate of ten cents (10¢) for each sack returned will be allowed by the Cement Company from the invoice price of cement when the sacks are returned to the Cement Company in good condition, freight prepaid, [fol. 1773 1/2] subject to Cement Company's count and inspection. Cement Company will not accept for rebate sacks bearing brands other than its own or bags that have been wet or are otherwise worthless. Such sacks if received will be held at shipper's risk subject to his order for thirty days only.

Shipments in paper bags will be made at purchaser's risk of breakage and resultant loss.

The Cement Company reserves the right to prescribe the routing by which the shipment shall be forwarded.

This quotation is subject to change without notice and is not binding until orders have been accepted by this Company in writing.

All orders and contracts are accepted subject to governmental restrictions, contingencies of manufacturing and shipping and other causes beyond the control of either Buyer or Seller. We will not be responsible for delays in transit.

The price of cement stated herein is based on the transportation charges in effect at the present time and is subject to advance or reduction as the transportation charges may be advanced or reduced.

Alpha Portland Cement to be furnished hereunder is to conform in every respect to Specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

"The Standard by which all other makes are measured"

The Atlas Portland Cement Co.

New York, Boston, Philadelphia, Birmingham, Dayton, St. Louis,
Des Moines, Chicago

Trade Quotation No. —

We quote you on "Atlas" Portland Cement in carload lots for shipment within fifteen (15) days from date of order, subject to change without notice and to terms, conditions and limitations on reverse hereof:

\$— per barrel (bags included) in 4 cloth bags (return value 10c. each) f. o. b. cars destination named above.

Price on "Atlas" in paper bags, Twenty-five (25) cents per barrel less.

We also quote on "Atlas White" Portland Cement (shipped in paperlined cloth sacks) in mixed carloads with "Atlas."

\$— per barrel in 4 cloth bags f. o. b. cars same destination.

We shall be glad to quote you a price f. o. b. destination on carloads of "Atlas White."

[fol. 1774½] It is understood and agreed that in the event of any change in the rates of transportation or delivery charges made effective during the term of this contract or agreement, the price on all shipments thereafter shall be increased or decreased accordingly; provided, however, that the price shall at no time be reduced below that at which the Cement Company at the time of the respective shipments hereunder offers to make current sales at the point of delivery herein specified.

Unless otherwise specified in this quotation, orders tendered in excess of a carload are subject to our acceptance.

This quotation is our present price and will apply only to immediate orders.

Prices for specific work requiring delivery beyond the period covered by this quotation will be quoted you on application. When writing us for price please state the name of the job, location, quantity required and period over which deliveries are wanted.

We hope to be favored with your order.

Yours very truly, The Atlas Portland Cement Company.

Terms, Conditions, and Limitations

Payment: On approved credit 30 days net or 10 cents per barrel discount for payment in full within 10 days from date of invoice, provided there are no overdue accounts unpaid. Payments to be [fol. 1775] made to the office from which invoice is dated in funds payable in that city at par. Original paid freight bills to be sent us promptly for comparison. If purchaser fails to comply with terms

of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts. The credit to be extended under this contract shall be subject to the credit limit placed on the Purchaser's account from time to time by the Cement Company, and if at any time the Purchaser's responsibility shall be or become (in the Cement Company's opinion) impaired or unsatisfactory the Cement Company reserves the right to require payment in advance of shipment, or assurances satisfactory to the Cement Company that bills will be promptly paid when due. It is understood and agreed that payment for each shipment is due and payable separately, in accordance with the terms of sale named in this contract.

Cloth Sacks: The Cement Company will purchase at the price charged on its invoices, only from the Party to whom the sale was made, and not from any Assignee or Trustee, empty cloth sacks bearing its brand and proper identification marks, purchased of the Cement Company, upon their receipt in serviceable condition at the Cement Company's mill if returned within ninety (90) days after their purchase freight prepaid, subject to the Cement Company's inspection and count. Cement Company does not purchase sacks bearing brands other than its own, or sacks that have been wet or are otherwise useless.

[fol. 1775½] **Freights:** The Cement Company reserves the right to prescribe the route by which shipments shall be forwarded and to make shipments prepaid or collect at its option. In making delivered prices, the Cement Company only guarantees cost at destination, and will not be responsible for shortage or damage occurring in transit.

General: The Purchaser shall not have the right to transfer or sublet this Agreement in whole or in part.

The Purchaser shall give the Cement Company shipping instructions in writing a reasonable time before shipments are to be made, and the Cement Company shall not be responsible for delays in manufacture or shipping cement, caused by Strikes, Accidents, Fires, Breakdowns, Failure of Machinery, Embargoes, Car Shortage, Labor Scarcity, Labor Agitation, Failure to receive Coal from Mines from which the Cement Company secures its supplies of coal, Delays in Transportation, Acts of God, or other causes beyond its control. In any of such events the Cement Company may determine as nearly as practicable the pro rata share of cement of each of its customers after reserving the Cement Company's usual percentage of its shipments for its dealers' warehouse trade, and may limit and reduce shipments hereunder according to such pro rata share of the Purchaser. The Cement Company shall have the right to sell or agree to sell, from time to time, its cement under other agreements and orders, and in the event the Cement Company shall at any time for any cause what- [fol. 1776] soever be unable to make and ship cement in accordance with its agreements and orders, the Cement Company may determine as nearly as practicable the pro rata share of the cement of each of its customers under its agreements and orders after reserving the

Cement Company's usual percentage of its shipments for its dealers' warehouse trade, and may limit and reduce shipments hereunder according to such pro rata share of the Purchaser. The Cement Company shall not be obligated to make up any such limitation or reduction and its determination as to the necessity for prorating and the pro rata share of the purchaser shall be final.

The Purchaser shall, on or about the first day of each month, if requested by and on forms furnished by the Cement Company, correctly inform the Cement Company of the amount of Atlas Portland Cement delivered for or used on the work herein described during the preceding month or months since date hereof.

In case, while this contract is unfulfilled by either party, there shall be another contract between the same parties, for the sale and delivery of cement by the Cement Company, and under such other contract the Purchaser shall be in default, the Cement Company shall be under no obligation to make shipments under this contract while such default exists, and for such default the Cement Company shall have the right to demand cash payments hereunder or to cancel this contract without affecting the obligation of the Purchaser on any unpaid accounts. "Atlas" Portland Cement to be furnished hereunder is when shipped to conform in every respect to [fol. 1776½] specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but the Cement Company cannot be responsible for improper use of cement, therefore Cement Company will not guarantee finished work.

[fol. 1777]

Govt. Ex. No. 612

Allentown Portland Cement Co.

Allentown, Pennsylvania

Allentown, Pa.

Trade Quotation Used Since Jan. 1, 1921

To — — —:

Subject to the terms and conditions named below and on the reverse side of this sheet, all of which are hereby declared to have been read and assented to by the purchaser, and to be a part of any contract resulting from this Quotation, the same as if they had been fully expressed therein, we quote, f. o. b. cars, our work's siding, Evansville, Berks Co., Pa., with wright allowed to —, Allentown Portland Cement in 4 cloth sacks at \$— per standard barrel; in 4 paper sacks at \$— per standard barrel, including packages in which the cement is shipped.

This Quotation shall be null and void unless written acceptance is made by you immediately, and is subject to our prior withdrawal or

[fol. 1777 $\frac{1}{2}$] change as to price, quantity, delivery or otherwise. It does not contemplate and is not intended to cover delivery for any specific work. Prices for specific work requiring deliveries beyond 15 days will be quoted on application. Unless otherwise agreed, this Quotation is limited to one carload of cement and applies only on shipments billed to and unloaded at destination specified, for shipment within 15 days from even date.

The price named is subject to change in the price of bags, as may become the custom of the trade. The change, however, affecting this Quotation will not affect the net price, as we will re-purchase bags at the same price as we charge for them.

We will credit or pay to original purchaser — cents each for empty cloth cement sacks purchased of us, bearing our brand or proper identification mark, on their receipt in serviceable condition at our Mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection, count and acceptance. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise damaged or useless; all such bags received by us will be returned to you, at your expense, or held only for a reasonable time, subject to your order.

Allentown Portland Cement Company. Sales Department.

1. Warranty.—Allentown Portland Cement to be furnished hereunder shall, when shipped, conform in every respect to the specifications [fol. 1778] then prescribed or adopted by the United States Government, or to the Standard Specifications for Portland Cement of the American Society for Testing Materials, when tested by methods of testing recommended by the American Society of Civil Engineers. We are not responsible for the improper use of our cement or for the finished work or for any damages resulting from its use, in any respect or to any extent whatsoever, any and all such claims being waived by the purchaser by the acceptance of this Quotation.

II. Settlements.—Terms of payment and due date of invoices are 30 days net from date of invoice, in cash, at our office at Allentown, Pa. A discount of 10 cents a barrel will be allowed for payment in full within 10 days from date of invoice, accompanied by original paid freight bills, which shall be delivered and belong to us when payment is made. All orders are subject to our approval of purchaser's credit. If, at any time, the purchaser's credit or responsibility, in our opinion, shall be or become impaired or unsatisfactory, or if the purchaser fails to comply with any of the terms of payment or with any other terms of this contract, we shall have the right, at our option (on one day's written notice) to suspend or cancel deliveries or to require cash payments in advance, or to require security satisfactory to us for all payments due or to become [fol. 1778 $\frac{1}{2}$] due from the purchaser hereunder.

III. Deliveries.—We reserve the right to direct the route by which all shipments shall be forwarded. All railroad demurrage, car serv-

ice and terminal charges at destination, shall be settled for and borne by purchaser.

In making delivered prices, we guarantee only cost at destination, and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to the Railroad Company on cars at our mill. Railroad Company's bills of lading or receipt shall be conclusive as to quantity and good condition of both cement and package when loaded on car.

We shall not be liable for any delays in manufacturing, shipping or delivery, caused by strikes, accidents, delays of carriers, embargoes and other causes unavoidable or beyond our control. In the event of any such contingency, we shall have the right to pro-rate or apportion shipments to and among our customers, according to unfilled orders then on our books, such cement as we may then be able to manufacture and ship.

IV. Miscellaneous.—Prices herein quoted are subject to any increase or decrease in freight rates from those now in effect, and also to any advances equal to any taxes assessed against the cost of transportation, the sale of the goods, or otherwise, all of which shall be assumed and paid by the purchaser as part of the purchase price.

Allentown Portland Cement Company.

[fol. 1779]

Govt. Ex. No. 613

Bath Portland Cement Co.

Works: Bath, Pa.; General Offices: Finance Building, Philadelphia

New York Office: 50 E. 42nd Street

We take pleasure in quoting you on Bath Portland Cement delivered in carload lots F. O. B. cars, in cloth sacks, \$— per standard barrel, including four (4) sacks; in paper bags, — cents per barrel less than cloth price. Paper bags are not returnable.

We take pleasure in quoting you on Medusa White Portland Cement, delivered in mixed carload lots F. O. B. cars same destination as specified above, in cloth sacks, \$— per standard barrel, including four (4) sacks.

Prices quoted are for immediate acceptance; shipment to be made within fifteen days from date of order.

Quantity not to exceed one car unless otherwise agreed to.

This quotation is subject to change without notice, and is not binding until orders have been accepted in writing by this Company.

[fol. 1779½] Prices for specific work, requiring delivery beyond fifteen days, will be quoted *on* upon request.

This quotation is subject to terms and conditions on both sides hereof.

Yours very truly, Bath Portland Cement Co.

(Reverse)

Terms of Payment.—Thirty days net from date of invoice, or — cents per barrel discount for cash in ten days in full from date of invoice. Orders accepted subject to approved credit. Payments to be made in cash or equivalent at our office, Philadelphia, Pa. If the financial responsibility of the buyer is or becomes impaired or unsatisfactory to us, security must be given by the buyer or cash payments with the above discount allowed must be made before shipment. If the buyer fails to comply with the terms of payment or with any of the other terms of sale, we reserve the right to cancel any unfilled portion of any contract or order without notice, the buyer remaining liable for all unpaid accounts.

Shortage or Damage.—In making delivered prices we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to the railroad company in cars at our mills. The railroad company's bill of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars. We will not be responsible for breakage and resultant loss when shipments are made in paper sacks.

[fol. 1780] **Freight Charges:** When cement is sold at a delivered price freight charges will be deducted from all invoices, and are to be paid by the buyer at destination, excepting on shipments to prepaid points. This quotation is based on present freight rates; the buyer to have the benefit of any reduction and be liable for any advance in freight rates. We reserve the right to prescribe the routing by which shipments shall be forwarded. We are not responsible for delays in transit, railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

Sacks: We will pay the original purchaser — cents each for empty cloth sacks purchased from us bearing our brand on their receipt in serviceable condition at our mill if returned within ninety days after their purchase, freight charges prepaid, subject to our count and inspection. Rejected sacks may be destroyed or otherwise disposed of by this Company without liability, unless they are removed by original purchaser within ten days after notice of rejection. There is no return value for paper sacks.

Strikes: All orders and contracts are accepted subject to strikes, including coal strikes in either the anthracite or bituminous coal regions, differences with employees, accidents to machinery, fire, flood, car famine or other contingencies beyond the control of either ourselves or the buyer, and said causes shall, during their existence excuse either party from the performance of an order or a contract, and operate as a proportionate rescission thereof, provided prompt [fol. 1780½] notice shall be given by the party suffering from such disability to the other party in writing, specifying the cause, otherwise this agreement shall remain in full force and effect.

Specifications: Bath Portland Cement to be furnished hereunder is to conform in every respect to specifications of the United States Government or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of cement, therefore we will not guarantee finished work.

Bath Portland Cement Co.

[fol. 1781]

GOVT. EX. NO. 614

Periodical Quotation

Saylor's Portland Cement

Coplay Cement Manufacturing Co.

Mills: Coplay, Lehigh County, Pa.

General Sales Office: 200 Fifth Avenue, New York, New York

Widener Building, Philadelphia

We quote, for shipment within fifteen (15) days from date of order, subject to change without notice, and to terms, conditions and limitations on reverse side hereof, on "Saylor's" Portland Cement:

In carload lots, f. o. b. cars —; in cloth sacks, \$— per standard barrel (376 lbs. net), including four (4) sacks; in paper sacks, — cents less than cloth price; in boat lots of —, —; in cloth sacks, \$— per standard barrel (376 lbs. net), including four (4) sacks.

Price on White Portland Cement will be quoted upon application. [fol. 1781½] This quotation is our present price and applies only to immediate orders for one carload of cement, unless otherwise agreed in the foregoing.

Prices for specific work requiring deliveries beyond the period covered by this quotation will be quoted you on application, which should state the operation, the location and the actual quantity required.

Yours respectfully, Coplay Cement Manufacturing Co.

First Portland Cement Manufactured in America.

Terms, Conditions, and Limitations

Payment: Thirty days net; 10 cents per barrel discount for payment in full within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Coplay, Pa. When delivered prices are made and shipments are forwarded freight collect, original paid freight bills are to be sent us promptly for credit.

Orders are subject to approved credit, and if at any time pur-

chaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

Shipments, Demurrage, etc.: In making delivered prices, we only guarantee cost at destination and we will not be responsible for shortage, damage or delay occurring in transit. Our responsibility [fol. 1782] ceases when shipments are delivered to Railroad Company on cars at our Mill. Railroad Company's bill of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

We reserve the right to prescribe routing by which shipments shall be forwarded. The purchaser to have the benefit of any reduction and be liable for any increase in freight rates or taxes.

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. While we will endeavor to make shipment on date specified by customer, we do not guarantee to ship on such date. All demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

Sacks: We will pay to original purchaser 10 cents each for empty cloth cement bags purchased of us, bearing our brand, on their receipt in serviceable condition at our Mill, if returned within 90 days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Rejected sacks may be destroyed or otherwise disposed of by this Company without liability unless they are removed by original purchaser within ten days after notice of rejection. Paper bags and wooden barrels are not returnable. Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of cement.

Strikes, etc.: All orders and contracts are accepted subject to con-[fol. 1782½] tingencies of manufacturing and shipping and to strikes, including coal strikes in either the Anthracite or Bituminous coal regions, differences with employees, accidents to machinery, fire, flood, car shortage, embargoes or other contingencies beyond our control.

Specification: "Saylor's" Portland Cement to be furnished hereunder is to conform in every respect to specifications of the United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing materials when tested by methods of testing recommended by the American Society for Civil Engineers, but we cannot be responsible for improper use of cement, therefore we will not guarantee finished work.

Coplay Cement Manufacturing Co.

[fol. 1783]

Govt. Ex. No. 615

Trade Quotation

Dexter Portland Cement Company,

Nazareth, Pa.

103 Park Ave., New York City. Land Title Building, Philadelphia

We quote, for shipment within fifteen (15) days from date of order, in carload, f. o. b. —, subject to change without notice, and to terms, conditions and limitation on reverse side hereof:

Dexter Portland Cement, in 4 cloth bags, at — per standard bbl. of 376 lbs. net.

Price in paper bags 25¢ per bbl. less than in cloth bags.

Price in bulk 40¢ per bbl. less than in cloth bags.

White—Dexter Portland Cement in cloth bags at — per bbl., loaded in cars with Dexter so as to make full carload.

This quotation is our present price and applies only to immediate orders.

Prices for Specific work requiring deliveries beyond 15 days should [fol. 1783^{1/2}] be applied for with description of the job, location and number of barrels required to complete the work.

Yours respectfully, Dexter Portland Cement Company.
— — —, Manager of Sales.

[Over.]

Terms, Conditions and Limitations

Payment

1. Ten Cents (10¢) per barrel discount for full payment in cash or equivalent at our office, Nazareth, Pa., within ten days from date of invoice, provided the purchaser has satisfied all past due prior indebtedness to us.

2. In cash or equivalent at our office, Nazareth, Pa., within 30 days from date of invoice less credits issued.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bill will be promptly paid when due.

[fol. 1784]

Bags

We will repurchase from the original purchaser at 10¢ each Dexter cloth cement bags on their receipt in serviceable condition at

our Mill, if returned within 60 days after their purchase, freight prepaid to Nazareth, Pa., subject to our inspection and count. We do not purchase bags bearing brands other than our own, or bags that have been wet or are otherwise useless.

Paper bags and wooden barrels are not returnable. Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of cement.

Quantity

Unless otherwise agreed, the quotation on reverse side is limited to One Carload of Cement and applies only on shipments billed to and unloaded at point of delivery specified.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

Shipping Instructions

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made.

Contingencies

[fol. 1784 $\frac{1}{2}$] All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit.

Specifications

"Dexter" Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to specifications of the United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

Guarantee

A test sheet signed by our chemist will be sent to each purchaser as evidence of our compliance with the above guarantee.

Dexter Portland Cement Company.

[fol. 1785]

Govt. Ex. No. 616

Edison Portland Cement Co.
Annual Capacity Over 2,000,000 Barrels
8 West 40th St., New York City

We quote you on Edison Portland Cement, delivered in carload lots f. o. b. cars station named above, as follows:

In cloth sacks \$— per standard barrel (376 lbs. net), including four (4) sacks; in paper bags — cents per barrel less than cloth price.

Terms of Payment: On approved credit, net thirty days, or ten cents (10¢) per barrel discount for payment in full, including sack deposit, within ten days from date of invoice.

This quotation is subject to the terms and conditions appearing on both sides hereof.

This quotation is for immediate acceptance.

Shipments to be made within 15 days from date of order.

The quantity is limited to one carload, unless otherwise agreed to.

Should you desire prices for specific work requiring delivery beyond 15 days, we shall quote you on receipt of detailed information.

Yours very truly, Edison Portland Cement Co.

[fol. 1785½]

(Reverse Side)

Credit: If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts. Orders are approvable as to credit at Home Office of the Cement Company, New York, N. Y., and if at any time the purchaser's financial responsibility shall be deemed unsatisfactory to the Cement Company, it may require approved security or demand cash payment, and pending same may withhold shipment, and if within a reasonable time, in the judgment of the Cement Company, such cash or approved security has not been furnished, the Cement Company may declare the order or contract cancelled.

Delivery: In making delivered prices we only guarantee cost at destination and we will not be responsible for shortage or damage occurring in transit; our responsibility ceases when shipments are delivered to Railroad Company on cars at our mill. Railroad Company's bills of lading shall be conclusive as to quantity and good condition of both cement and package when loaded in cars. All railroad and lighterage demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

Package: Cloth sacks bearing "Edison" brand, in which cement is packed, are the property of Cement Company, and are for a period of ninety (90) days from the delivery by Cement Company of the [fol. 1786] said cement, leased by it to Purchaser at a charge of ten (10) cents each, which charge is included in price for cement packed

in cloth sacks and which charge Purchaser agrees to pay at same time and on same terms as payment for cement is made.

Purchaser agrees within ninety (90) days of delivery of the cement, to deliver to Cement Company, the owner, at its plant at New Village, New Jersey, freight prepaid, properly bundled and so marked as to insure complete identification, the sacks bearing "Edison" brand in which the said cement is packed, and Cement Company agrees to refund to Purchaser ten (10) cents for each said sack so delivered in good condition subject to its count and inspection.

For useless sacks, or sacks which have been wet, no refund will be made. Foreign sacks will be held by Cement Company for thirty (30) days subject to Purchaser's order.

In the event that any of the said empty sacks bearing "Edison" brand are sold or otherwise disposed of to any person other than Cement Company, the owner, Purchaser agrees to pay Cement Company, as liquidated damages, five (5) cents for each sack so sold or disposed of.

Price on cement packed in paper bags includes the paper bags, which are not returnable.

Shipments in paper bags are made at Purchaser's risk of breakage and resultant loss of cement.

Claims for loss or damage will not be considered unless supported by seal record and railroad agent's acknowledgment on freight bill. [fol. 1786½] Freight over-charge claims must be accompanied by original receipted freight bill.

Date of Shipment: Orders entered for shipment on a specific date will at our option be shipped on that date unless sooner ordered out by Puschaser. Purchaser shall give the Cement Company shipping instructions a reasonable time before shipments are to be made, and the Cement Company shall not be responsible for delays in manufacturing or shipping cement caused by strikes, differences with workmen, accidents at its works, inability to secure cars, coal or other material or other contingencies not under its control, nor for any delays in transportation.

Specifications: The cement is, when shipped, to conform in every respect to specification of the United States Government for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers. This Company cannot be responsible for improper use of cement and, therefore, will not guarantee finished work.

Giant Portland Cement Company

Main Office: 603-610 Pennsylvania Building, Philadelphia, Pa.

New York Office: 30 Church Street

Trade Quotation

December 2, 1920.

E. M. Rodrock Co., Paterson, N. J.

DEAR SIR: We quote, based upon present freight rate, subject to change without notice, shipment within fifteen (15) days from date of order, acceptance of order in writing by this Company, and to terms, conditions and limitations on the reverse side hereof, in carloads F. O. B. Station named above:

Giant Portland Cement in 4 paper sacks \$3.13; 4 cloth sacks, 3.83 per standard bbl.

Price in cloth sacks includes sacks at 25¢ cents each.

[fol. 1787½] Prices for specific work requiring deliveries beyond 15 days will be quoted upon application accompanied by full information and description of work.

Yours respectfully, Giant Portland Cement Company. S. N. Peters, General Sales Manager. B.

Terms, Conditions, and Limitations

Payment: 30 days net: 10 cents per barrel discount for payment in full within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Philadelphia, Pa. Original paid freight bills to be sent us promptly for credit.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or becomes impaired or unsatisfactory to us, we reserve the right to require payment in advance or satisfactory guarantee that bills will be promptly paid when due.

In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to Railroad Company on cars at our Mill. Railroad Company's bills of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded on cars.

We will pay to original purchaser the amount per cloth sack [fol. 1788] included in price invoiced for sacks purchased of us under this quotation, bearing our brand, on their receipt in serviceable condition at our mill, Egypt, Lehigh County, Penna., Ironton Railroad delivery, freight prepaid, if returned within 90 days after their purchase, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Unless otherwise agreed, the quotation on reverse side is limited

to one carload of Cement and applies only on shipments billed to and unloaded at point of delivery specified.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless ordered out earlier by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

All deliveries are subject to unavoidable delays in manufacture or shipping, due to strikes, differences with employees, scarcity of labor, accidents, inability to secure cars, coal or material, fire, flood, warfare, acts of the public enemy, regulation or control of any State or of the United States, or of any public authority or agency thereof, or any cause beyond our control. Any such cause shall, during its continuance, excuse performance on our part, and shall operate as a proportionate rescission of this agreement, unless otherwise expressly agreed; provided that prompt notice be given to the buyer, of the fact and cause of delay.

[fol. 1788½] Giant Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.
Giant Portland Cement Company.

[fol. 1789]

Govt. Ex. No. 618

Glens Falls Portland Cement Co.,
Manufacturers "Iron Clad" Portland Cement
Glens Falls, N. Y.

We quote for immediate acceptance, subject to change without notice, shipment within fifteen (15) days from date of order, acceptance of order in writing by this Company, and to terms, conditions and limitations on the reverse side hereof, in carloads, f. o. b. station named above, Iron Clad Portland cement in 4 cloth bags at — per standard bbl.; in paper bags twenty-five cents per barrel less than cloth price.

The prices on cement stated herein are based on the freight rates in effect at the present time and are subject to advance or reduction as the freight rates may be advanced or reduced. These prices will be advanced to the extent of any additional war taxes, on transportation charges on cement, imposed by the Government.

Unless otherwise agreed, this quotation is limited to one carload of cement and applies only on shipments billed to and unloaded at point of delivery specified.

[fol. 1789½] This quotation is based upon today's market and is applicable to immediate orders only.

Prices for specific work requiring deliveries beyond 15 days will be quoted upon application accompanied by full information and description of the work.

Yours respectfully, Glens Falls Portland Cement Company,
by ———.

Terms, Conditions, and Limitations

Terms of Payment: 30 days net; 10 cents per barrel discount for payment in full within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Glens Falls, N. Y. Original paid freight bills to be sent us promptly for comparison.

Bags must be paid for at same time as cement.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or become, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

Claims: All claims for shortage or damage must be made within five (5) days after receipt of shipment. Claims must be accompanied by the shipping card which is sent in each car, and must be verified by notation, on the paid Freight Voucher, by the Freight Agent at the receiving station.

Bags: Cement Company will purchase empty cloth bags bearing "Iron Clad" brand, from the original purchaser only, and not from any assignee or trustee, at 10 cents each upon their receipt at its Works, in good condition, subject to its count and inspection. Empty bags must be returned within 90 days to the Glens Falls Portland Cement Company, Glens Falls, N. Y., freight prepaid, and must be properly packed and so marked as to insure complete identification.

The Cement Company does not purchase useless bags, or bags that have been wet.

Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of cement.

Shipments: Order entered for shipment on a specific date will at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will

not be responsible for delays in transit. Should any contingency at any time arise whereby production or shipments are curtailed [fols. 1790½-1792] or delayed, we reserve the right to prorate our shipments of cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder, we may have accepted and shall from time to time accept, other orders and contracts so as to have a market for our estimated output of cement under normal conditions; therefore, in the event we shall at any time, because of any such contingency, be unable to deliver to all our customers the entire quantity of cement required and called for by all of our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly, and there shall be no liability on our part for the reduction so made.

Specifications: "Iron Clad" Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to specifications of United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of cement, therefore we will not guarantee finished work.

Glens Falls Portland Cement Company.

[fol. 1793]

Govt. Ex. No. 619

Hercules Cement Corporation
New York

DEAR SIR: We are pleased to quote you for shipment within fifteen (15) days from date of order, in carloads f. o. b. —, subject to terms, conditions and limitations on the reverse side hereof, Hercules Portland Cement in cloth sacks at \$— per standard bbl., including package, which price is subject to change without notice and for immediate acceptance only.

Price in paper sacks — cents per barrel less than in cloth.

Price for specific work requiring deliveries beyond the period covered by this quotation will be quoted you on application, which should state the name of the job, location and estimated quantity required to complete work.

Yours respectfully, Hercules Cement Corporation, by —
—, Sales Manager.

[fol. 1793½] Terms, Conditions, and Limitations

Terms of Payment: On approved credit, net cash in 30 days, or 10 cents per barrel discount for payment in full within 10 days from

date of invoice, provided all then prior existing indebtedness shall have been satisfied. Sacks must be paid for at the same time as Cement.

Sacks: We will re-purchase at — cents each the empty cloth sacks bearing Hercules brand which are received by us in good condition, freight prepaid, at our Works at Hercules, Pa., within 90 days from date of shipment of Cement.

Quantity: Unless otherwise agreed the quotation on reverse side is limited to one carload of Cement—applying only on shipments billed to and unloaded at point of delivery specified.

Routing and Terminals: We shall have the right to direct the route by which shipments under this quotation shall be forwarded. The demurrage, car service and terminal charges imposed at destination shall be settled for and borne by consignee.

Contingencies: We shall not be liable for delays in manufacture or shipping caused by strikes, scarcity of labor, accident to plant or machinery, inability to secure cars, coal or material, fire, flood, warfare, acts of God, or other causes not under our control; neither [fol. 1794] shall we be liable for delays in transportation.

Specifications: The Hercules Cement to be furnished under this quotation is guaranteed to conform in every respect to standard specifications for Portland Cement, C 9-17 of the American Society for Testing Material.

Hercules Cement Corporation.

[fol. 1794½]

Govt. Ex. No. 620

Knickerbocker Portland Cement Company, Inc.

New York City

August 12, 1919.

Windsor Cement Company, Hartford, Conn.

GENTLEMEN: Replying to your favor of August 7th we quote you \$2.94 per barrel on Knickerbocker Portland Cement in cloth sacks, carload lots, delivered f. o. b. cars Hartford, Conn.

The price quoted is subject to terms and other conditions noted on the reverse of this sheet, with the exception that empty cloth sacks will be redeemed at 15¢ each instead of 10¢ as mentioned, and covers the Cement requirements of the new store for the Albert Teiger Co.

We sincerely trust you will be able to furnish Knickerbocker for this work, and await your further pleasure in the matter.

Very truly yours, Knickerbocker Portland Cement Company
Inc. W. M. Floring, Sales Department. WMF:CMB.

[fol. 1795] Terms of Payment: Net cash in 30 days, or five cents (5c.) per barrel discount for cash in ten days from date of invoice, not from date of delivery, on approved credit. Freight charges are

to be paid by purchaser and when delivered price is made, original paid expense bill mailed to Cement Company promptly for credit. All bills payable in New York or Boston exchange, at 30 East 42nd Street, N. Y. City.

If at any time the financial responsibility of the purchaser becomes impaired or unsatisfactory, Cement Company reserves the right to require payments in advance or satisfactory security or guarantee that invoices will be promptly paid when due.

If Purchaser fails to comply with terms of payment or with any of the other terms of sale, Cement Company reserves the right to cancel unfilled portion of any contract or order, Purchaser remaining liable for all unpaid accounts.

Packages: A barrel of Knickerbocker Portland Cement when packed in wood weighs 400 pounds gross. When packed in cloth or paper sacks, there are four to barrel, each weighing 94 pounds net.

Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of cement.

Cement Company will purchase empty cloth sacks bearing Knickerbocker Portland Cement Company's brand, from original Purchaser only, at ten cents (10c.) each, on receipt at its works in good condition subject to its count and inspection. Empty sacks must be returned within ninety (90) days to the Knickerbocker [fol. 1795½] Portland Cement Company, Hudson Upper, N. Y., freight prepaid, properly packed and so marked as to insure complete identification.

Transportation: Cement Company reserves the right to control the routing of all shipments. Purchaser agrees to give the Cement Company shipping instructions a reasonable time before shipments are to be made. Cement Company or Purchaser shall not be responsible for delays due to the existence of war, strikes, lockouts, scarcity of labor, accidents, inability to secure cars, coal or material, transportation delays, fire, flood, acts of God, or other causes beyond the control of either the Cement Company or the Purchaser, preventing or interfering with the production, shipment or use of all or any part of the cement herein referred to.

Cement Company shall not be held responsible for shortage or damage to cement or packages occurring in transit. Transportation Company's Bill of Lading shall be conclusive as to quantity, also as to cement and packages being in good condition when loaded at Cement Company's factory.

Freight Rates: In case freight rates affecting transportation of any part of the cement covered hereby shall be increased or decreased, the price named shall be advanced or decreased accordingly.

Specifications: Knickerbocker Portland Cement is guaranteed to meet the requirements of the Standard Specifications for Portland Cement adopted by the American Society for Testing Materials. Cement Company will not be responsible for the improper use of cement, therefore will not guarantee finished work.

[fol. 1796]

Govt. Ex. No. 621

The Lawrence Cement Company
 Dragon Portland Cement
 No. 1 Broadway, New York

March 27, 1917.

James P. Hall, Inc., Jersey City, N. J.

DEAR SIRs: The fulfillment of any agreement herein expressed must be contingent upon Strikes, Accidents, Delays of Carriers, and other delays beyond our control; and quotations not limited by date of option may be revised by us without notice.

For immediate acceptance and shipment within fifteen days we quote you on carload of "Dragon" Portland Cement \$2.06 per barrel in cotton sacks f. o. b. Jersey City, N. J.

[fol. 1796½] Shipment in paper bags twenty-five cents per barrel less than the price in cotton.

This quotation is subject to 5c per barrel discount for cash in 10 days or net 30 days. Usual allowance of 10c each for good cotton sacks returned to our mill, freight prepaid.

Soliciting the favor of your acceptance, we are

Very truly yours, F. H. Smith, Sales Manager.

[fol. 1797]

Govt. Ex. No. 622

Lehigh Portland Cement Co.
 Allentown, Pa.

Annual Capacity Over 15,000,000 Barrels

We take pleasure in quoting you on Lehigh Portland Cement, delivered in carload lots F. O. B. cars your station, in cloth sacks, \$— per standard barrel, including four (4) sacks; in paper bags, — cents per barrel less than cloth.

Prices for immediate acceptance.

These shipments to be made within fifteen (15) days from date of order.

Quantity not to exceed one car unless otherwise agreed to.

This quotation is subject to change without notice and is not binding until orders have been accepted in writing by this Company.

Prices for specific work, requiring delivery beyond fifteen days, will be quoted upon application accompanied by full information and detailed description of work.

Terms: On approved credit, net thirty days, or ten cents (10c) per barrel discount for payment in full including sacks within ten days from date of invoice.

[fol. 1797½] This quotation is subject to terms, conditions and limitations on both sides hereof.

Yours very truly, Lehigh Portland Cement Co. B. L. Swett,
Eastern Sales Manager.

Terms: If purchaser fails to comply with terms of payment or with any of the other terms of sale we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Credit: Orders are approvable as to credit and if at any time the purchaser's financial responsibility shall be deemed unsatisfactory to the Cement Company, it may require approved security or demand cash payment, and pending same may withhold shipment, and if within a reasonable time, in the judgment of the Cement Company, such cash or approved security has not been furnished, the Cement Company may declare the order or contract cancelled.

Delivery: In making delivered prices we only guarantee cost at destination and we will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to Railroad Company on cars at our mill. Railroad Company's bill of lading shall be conclusive as to quantity and good condition of both cement and package when loaded in cars.

[fol. 1798] **Sacks:** Price of cloth sacks is included in invoice, which must be paid without deduction. We will pay to original purchaser 10 cents each for empty cloth cement sacks bearing our brand, on their receipt in serviceable condition at our mills at West Coplay or New Castle, Penna., or Fordwick, Va., if returned within ninety days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless. Rejected or foreign sacks will be held at owner's risk, subject to his order, for thirty days only.

Shipments in paper bags will be made at purchaser's risk of breakage and resultant loss.

Date of Shipment: Orders entered for shipment on a specific date will at our option be shipped on that date unless sooner ordered out by purchaser.

Routing: We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

Delays: The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise whereby production or shipments are curtailed or delayed, [fol. 1798½] we reserve the right to prorate our shipments of cement to all purchasers of record at such time. In addition to orders or contracts accepted hereunder, we may have accepted and shall from

time arise whereby production or shipments are curtailed or delayed, for our entire estimated output of cement under normal conditions. Therefore, in the event we shall at any time or for any cause be unable to deliver to all our customers the entire quantity of cement required and called for by all of our contracts then in force, the total of our production then available shall be applied prorata on all of said contracts, according to their requirements respectively, and the amount deliverable on each contract may be reduced accordingly and there shall be no liability on our part for the reduction so made.

Specifications: Lehigh Portland Cement is guaranteed to meet the requirements of the standard specifications adopted by the American Society for Testing Materials. We cannot be responsible for improper use of cement and therefore will not guarantee finished work.

[fol. 1799]

Govt. Ex. No. 623

Periodical Quotation

Nazareth Cement Company

1270 Broadway, New York, N. Y.

Messrs. — — — :

We quote, for shipment within fifteen (15) days from date of order, in carloads, f. o. b., subject to change without notice, and to terms, conditions and limitations on reverse side hereof, Nazareth Portland Cement in 4 cloth sacks at \$— per standard bbl. (376 lbs. net); Nazareth Portland Cement in 4 paper bags, \$— per standard bbl., including the bags; Nazareth Portland Cement in bulk, \$.45 per barrel less than cloth price.

This quotation is our present price and applies only to immediate orders.

[fol. 1799½] The prices on cement stated herein are based on the freight rates and transportation charges to destination named in effect at the present time, and are subject to advance or reduction as said charges may be advanced or reduced. These prices will be advanced to the extent of any additional war taxes imposed by the Government on transportation charges or otherwise.

Prices for specific work requiring deliveries beyond the period covered by this quotation will be quoted you on application, which should state the name of the job, location and actual quantity (more or less within 10 per cent) required to complete such specified job.

Payment.

Respectfully yours, Nazareth Cement Co.

Terms, Agreements and Limitations

Thirty days net; 5 cents per barrel discount for payment in full within 10 days from date of invoice. Payment to be made in cash or equivalent at our office, Nazareth, Pa.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for [fol. 1800] all unpaid accounts.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

Loss or Damage: In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Railroad company's bill of lading shall be conclusive as to quantity and good condition of both Cement and packages when loaded on cars.

Sacks: When shipped in cloth sacks, the sacks are not sold but remain the property of the Nazareth Cement Company as the prices quoted herein are on cement only. These sacks must not be sold or used other than as containers of Nazareth Portland Cement. The purchaser agrees to return said sacks to us, freight charges prepaid, within ninety (90) days from date of shipment of the cement by us. Upon their receipt at our mill and after our inspection and count a rebate of 10c for each serviceable sack will be allowed by us from the invoice price of the cement. We will not accept for rebate sacks bearing brand other than our own or sacks that have [fol. 1800½] been wet or are otherwise useless. Such sacks may be destroyed or otherwise disposed of by this company without liability unless they are removed by the shipper within thirty (30) days after notice of rejection. Paper bags are not returnable for rebate. Shipments in paper bags are made at Purchaser's risk of breakage and resultant loss of cement.

Quantity: Unless otherwise agreed the quotations on reverse side is limited to One Carload of Cement and applies only on shipments billed to and unloaded at point of delivery specified.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

Strikes, etc.: The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed we reserve the right to prorate our shipments of Cement to all purchasers of record at such time.

[fol. 1801] Specifications: "Nazareth" Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to specifications of the United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for

Testing Materials when tested by methods of testing recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

Nazareth Cement Company.

[fol. 1801½]

Govt. Ex. No. 624

Penn-Allen Cement Company

Allentown, Pa.

We take pleasure in quoting you on Penn-Allen Portland Cement, delivered in carload lots, f. o. b. cars —, shipments to be made within fifteen (15) days from date of order, in cloth sacks, \$— per standard barrel, including four (4) sacks; in paper sacks, \$— per standard barrel, including four (4) sacks.

Prices for immediate acceptance.

Quantity not to exceed one car unless otherwise agreed to.

This quotation is subject to change without notice and to terms, conditions and limitations on both sides hereof.

Terms: On approved credit, net thirty days, or ten (10) cents per barrel discount for payment in full including sacks within ten days from date of invoice.

Prices for specific work requiring delivery beyond fifteen days will be quoted upon application accompanied by full information and detailed description of work.

Very truly yours, Penn-Allen Cement Company. T. O. Bretherton, General Sales Manager.

[fol. 1802] Terms: If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Credit: Orders are subject to approved credit, and if at any time the purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance, and pending the same may withhold shipment and if within a reasonable time in the judgment of this Company such cash or approved credit has not been furnished, we may declare the order or contract cancelled.

Loss or Damage: In making delivered prices we only guarantee cost at destination and will not be responsible for shortage or damage occurring in transit. Our responsibility ceases when shipments are delivered to Railroad Company on cars at our mill. Railroad Company's bill of lading shall be conclusive as to quantity and good condition of both cement and packages when loaded in the cars.

Sacks: Price of cloth sacks is included in invoice, which must be paid without deduction. We will pay to the original purchaser 10

cents each for empty cloth sacks bearing our brand, on their receipt [fol. 1802½] in serviceable condition at our mill, if returned within ninety days after their purchase, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own or sacks that have been wet or are otherwise useless. Rejected or foreign sacks will be held at owner's risk, subject to his order for thirty days only. Shipments in paper bags will be made at purchaser's risk of breakage and resultant loss.

Routing: We reserve the right to prescribe routing by which the shipment shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled and borne by the purchaser.

Delays: The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. We will not be responsible for delays in transit. All orders and contracts are accepted subject to strikes, including coal strikes in either the Anthracite or Bituminous coal regions, differences with employees, accidents to machinery, fire, flood, car famine or other contingencies beyond control of either buyer or seller. Therefore, in the event we shall at any time or for any cause be unable to deliver to our customers the entire quantity of cement required and called for by all our contracts then in force, the total of our production then available shall be applied pro rata on all of said contracts according to their requirements [fol. 1803] respectively and the amount deliverable on each contract may be reduced accordingly and there shall be no liability on our part for the reduction so made.

Specification: Penn-Allen Portland cement is guaranteed to meet the requirements of the Standard Specifications for cement of the American Society for Testing Materials, serial designation C-9-17. We cannot be responsible for improper use of cement and therefore will not guarantee finished work.

[fol. 1803½]

Govt. Ex. No. 625

Periodical Quotation

Phœnix Portland Cement Company

Philadelphia, Pa.

Charles H. Cox, General Sales Manager

We quote for shipment within fifteen (15) days from date of order, in carloads, F. O. B., subject to terms, conditions, and limitations on reverse side hereof; Phœnix Portland Cement, in 4 cloth sacks, at — per standard bbl., including sacks; Phœnix Portland Cement, in 4 paper bags, at — per standard bbl., including bags.

This quotation is our present price and applies only to immediate orders.

Prices for specific work requiring deliveries beyond the period cov-

ered by this quotation will be quoted you on application, which should state the name of the job, location and actual quantity (more or less within 10 per cent) required to complete such specified job.

Yours respectfully, Phoenix Portland Cement Company, by
 ———, General Sales Manager.

[fol. 1804] Terms, Conditions, and Limitations

Payment: Thirty days net; 10 cents per barrel discount for payment in full within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Philadelphia. Original paid freight bills to be sent us promptly for comparison.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portions of any contract or order, purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

Loss or Damage: In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Railroad company's bill of lading shall be conclusive as to quantity and good condition of both Cement and packages when loaded on cars.

Sacks: We will pay to original purchaser 10 cents each for empty cloth cement sacks purchased of us, bearing our brand, on their receipt in serviceable condition at our Mill, if returned within 90 [fol. 1804½] days after their purchase, freight prepaid, subject to our inspection and count, and Cement Company's Credit Memorandum mailed to the buyer to be conclusive as to the number and quality of sacks repurchased. We do not purchase sacks bearing brands other than our own, or sacks that have been wet or are otherwise useless.

Rejected sacks may be destroyed or otherwise disposed of by this Company without liability unless they are removed by original purchaser within ten days after notice of rejection. Paper bags and wooden barrels are not returnable. Shipments in paper bags are made at purchaser's risk of breakage and resultant loss of cement.

Quantity: Unless otherwise agreed, the quotations on reverse side is limited to One Carload of Cement and applies only on shipments billed to and unloaded at point of delivery specified.

Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

Strikes, etc: The purchaser shall give us shipping instructions in

writing a reasonable time before shipments are to be made. All [fol. 1805] orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of Cement to all purchasers of record at such time.

Specifications: Phoenix Portland Cement to be furnished hereunder is, when shipped, to conform in every respect to specifications of the United States Government or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods recommended by the American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

Price includes freight at present rates and will be increased to cover any advance in freight rates at any time during the life of this contract, or any tax charge upon them.

Phoenix Portland Cement Company.

[fol. 1805½]

Govt. Ex. No. 626

Security Cement & Lime Company

Hagerstown, Md.

Periodical Quotation

Canceling prior quotations, for immediate acceptance and shipment within fifteen (15) days from this date f.o.b. car your station, subject to change without notice, and to terms, conditions and limitations on both sides hereof, we quote you on one (1) car-load of—

Price

\$—for Security Portland Cement, per standard barrel, in 4 cloth sacks bearing "Security" copyrighted trademark.

\$—for Security Portland Cement, per standard barrel, in 4 paper bags bearing "Security" copyrighted trademark.

\$—for Security Portland Cement, per standard barrel of 376lbs., in bulk without any package or trademark.

Terms of Payment: Net cash in thirty (30) days; or ten (10) cents per barrel discount for payment of invoice in full within ten [fol. 1806] (10) days from date of shipment, provided there are no overdue accounts unpaid; payments to be made in cash funds at Seller's office, Hagerstown, Md., without any deductions for package or other allowances unless Buyer has Seller's credit memorandum for same.

Freight: This price includes freight and taxes thereon at present rates, and will vary, up or down with any change in freight rates,

taxes, or other charges affecting cost of transportation or delivery at any time during the life of this contract.

Prices for specific work requiring deliveries beyond fifteen (15) days from this date will be quoted you upon application, accompanied by detailed information regarding quantity and time of delivery.

Very truly, Security Cement & Lime Company.

For other clauses, which are part of this quotation, see other side.

Other Terms, Conditions, and Limitations Covering This Quotation

Quantity and Orders: In addition to order accepted hereunder, Seller may have accepted, and may from time to time continue to [fol. 1806½] accept, other orders and contracts so as to have a market for Seller's entire estimated output of cement under normal conditions.

This quotation is subject to contingencies of manufacturing and shipping, including strikes, lockouts, labor disputes (whether at Seller's mills or at the mills or mines of persons or corporations who are furnishing Seller with materials necessary in the manufacture of cement), delays or deficiency in transportation facilities, floods, fires, warfare, acts of public enemy, governmental restrictions, inability to secure sufficient labor, scarcity of coal, packages, or other materials, and any cause or causes beyond the control of either Buyer or Seller, and said cause or causes shall during their existence excuse either party from the performance of this contract and shall operate as a proportionate rescission thereof. Should production or shipments be curtailed or delayed at any time, due to such contingencies or causes, Seller reserves the right to prorate shipments to all purchasers of record at such time on the basis of tonnage available, or which it may have on hand or produce, and the amount deliverable to each may be reduced accordingly, and there shall be no liability on Seller's part for the reduction so made. Seller may, at its option, supply said cement requirements from other sources, but shall not be obligated to do so.

Routing: Seller reserves the right, at its option, to change and [fol. 1807] direct the route via which shipments hereunder shall be forwarded, and to make shipments prepaid or collect.

Loss or Damage: In making a delivered price at destination, Seller only guarantees cost to Buyer at destination and will not be responsible for shortage of, or damage to, either cement or packages occurring in transit.

Seller's invoiced quantities supported by railroad company's bill of lading shall be the basis for settlement by Buyer and conclusive as to the quantity and good condition of cement and package when loaded on cars at Seller's plant.

All railroad demurrage, car service and other terminal charges imposed at destination shall be borne and paid for by Buyers.

While assuming no responsibility for loss or damage after delivery of cement to carrier f. o. b. cars Seller's plant, Seller agrees to assist Buyer, so far as is reasonable, in securing payment from the

transportation companies of all proper claims for such loss or damage.

Claims: All claims of either of the parties hereto against the other in any manner growing out of his contract shall be made in writing and filed by the party aggrieved with the other party hereto within ten (10) days after acquiring the knowledge upon which the claim is based, and, in any event, within thirty (30) days after [fol. 1807½] the final date fixed for delivery of cement hereunder, and failure to so file said claim within said time limits shall be regarded as a complete waiver and release thereof.

Package: If the cement is shipped in cloth sacks, the cloth sacks are not sold to Buyer, but remain the property of Seller and must not be sold or used other than as containers of cement manufactured by Seller. Buyer agrees to return said sacks to Seller within ninety (90) days from date of shipment of the cement by Seller. An allowance to Buyer only of twenty-five (25) cents for each good sack will be made by Seller when returned in good condition, freight prepaid, to the mill of Seller, at Security, Md., subject to Seller's count and inspection. No allowance will be made for useless sacks or sacks which have been wet. Should any sacks bearing other than Security brand be received by Seller from Buyer, same will be held by Seller, at Buyer's risk and subject to his order, for thirty (30) days only after notice to Buyer from Seller of receipt of the same, after which time they may be destroyed or otherwise disposed of by Seller without liability.

The price herein named for cement in cloth sacks is based on a cloth sack basis of twenty-five (25) cents. Should Sellers find it necessary in its general business to change its cloth sack basis, the right is reserved to adjust the delivered price of the cement accordingly, and the allowance for each of these sacks returned, as aforesaid, will be increased or decreased in accordance with said change in cloth sack basis.

The price herein named for cement in paper bags is based on a paper bag basis of thirty (30) cents per barrel. Should Seller during the life of this contract find it necessary in its general business to change the paper bag basis, the right is reserved to adjust the delivered price of the cement accordingly.

Paper bags are not returnable, and shipments therein are made at Buyer's risk of breakage and resultant loss of cement.

Specifications: The cement as shipped hereunder is to conform in all respects to the "Standard Specifications and Tests for Portland Cement" as adopted by the American Society for Testing Materials, September 1, 1916.

Seller is not responsible for the use of cement, nor workmanship therewith, and does not guarantee the resultant work.

Financial Credit: If at any time Buyer's financial responsibility be, or become, in opinion of Seller, impaired or unsatisfactory, Seller reserves the right to require payment in advance, or satisfactory assurance that bills will be promptly paid when due. If such assurance is not forthcoming within a reasonable time, Seller reserves the right to cancel this contract.

Vulcanite Portland Cement Company

Philadelphia

Periodical Quotation

Nov. 5, 1920.

Messrs. E. M. Rodrock Co., Paterson, N. J.:

We quote, for shipment within fifteen (15) days from date of order, in carloads, f. o. b. station named, subject to change without notice, and to terms, conditions and limitations on reverse side hereof; Vulcanite Portland Cement in 4 cloth sacks at \$4.03 per standard bbl.; Vulcanite Portland Cement in 4 paper bags at \$3.33 per standard bbl.; White Portland Cement in 4 cloth sacks at \$— per standard bbl., loaded in cars with Vulcanite so as to make full carload.

This quotation is our present price and applies to immediate orders only.

Prices for specific work requiring deliveries beyond the period [fol. 1809] covered by this quotation will be quoted you on application, which should state the name of the job, owner, location and maximum quantity required to complete work.

Yours respectfully, Vulcanite Portland Cement Company.
Albert Moyer, Manager of Sales.

Terms, Conditions, and Limitations

Payment: Thirty days net; 10 cents per barrel discount for Payment in full within 10 days from date of invoice. Payments to be made in cash or equivalent at our office, Philadelphia, U. S. A. Original paid freight bills to be sent us promptly for comparison.

If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order, purchaser remaining liable for all unpaid accounts.

Orders are subject to approved credit, and if at any time purchaser's financial responsibility be or becomes, in our opinion, impaired or unsatisfactory, we reserve the right to require payment in advance or satisfactory assurance that bills will be promptly paid when due.

[fol. 1809½] Loss or Damage: In making delivered prices we only guarantee cost at destination, and we will not be responsible for shortage or damage occurring in transit. Railroad company's bill of lading shall be conclusive as to quantity and good condition of both Cement and packages when loaded on cars.

Sacks: Sacks bearing our brand, or trade-mark, properly bundled, and so marked as to insure complete identification, received by us in serviceable condition at our Mill will be purchased from the original purchaser at 25 cents each, if purchased of us containing

"Vulcanite" Portland Cement, shipped under price, terms and conditions of this quotation, provided these sacks are shipped within ten days after being emptied, freight prepaid, subject to our inspection and count. We do not purchase sacks bearing brands other than our own or sacks that have been wet or are otherwise useless. Rejected sacks, or sacks bearing other brands, may be destroyed or otherwise disposed of by this company without liability, unless they are removed by original purchaser within ten days after notice of rejection. Paper bags and wooden barrels are not returnable. Shipments in paper bags are made at purchaser's risk or breakage and a resultant loss of Cement.

[fol. 1810] Quantity: Unless otherwise agreed, the quotation on reverse side is limited to One Carload of Cement and applies only on shipments billed to and unloaded at point of delivery specified.

Shipments: Orders entered for shipment on a specific date will, at our option, be shipped on that date unless sooner ordered out by purchaser.

We reserve the right to prescribe the route by which shipments shall be forwarded. All railroad demurrage, car service and terminal charges at destination shall be settled for and borne by purchaser.

In the event of prepayment of freight or other railroad or terminal charges, the buyer shall settle these in cash, on presentation of invoice by seller.

Strikes, etc: The purchaser shall give us shipping instructions in writing a reasonable time before shipments are to be made. All orders and contracts are accepted subject to contingencies of manufacturing and shipping, and other causes beyond our control, and we will not be responsible for delays in transit. Should any contingency at any time arise, whereby production or shipments are curtailed or delayed, we reserve the right to prorate our shipments of Cement to all purchasers of record at such time.

Specifications: "Vulcanite" Portland Cement to be furnished [fol. 1810½] hereunder is, when shipped, to conform in every respect to specifications of the United States Government, or Standard Specifications for Portland Cement as adopted by the American Society for Testing Materials, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

Water Deliveries: Purchaser is responsibly for demurrage at prevailing rates.

Vulcanite Portland Cement Company. : Albert Moyer, Manager of Sales.

(Here follows Government's Exhibit No. 628, marked side folio pages 1811 and 1812.)

Alpha Portland Cement Co.

Easton, Pa.

We take pleasure in quoting you on Alpha Portland Cement delivered in carload lots F. O. B. cars station named above as follows:

In cloth sacks, \$— per standard barrel (376 lbs. net); in paper bags, seventy (70) cents per barrel less than cloth price; in bulk—\$1.05 per barrel less than cloth.

*Price for immediate acceptance.

This price is on a quantity to be ordered by you for shipment within fifteen days from date of your order.

Terms of Payment: On approved credit, 10 cents per barrel off for cash in ten days from date of invoice, or 30 days net from date of invoice.

This quotation is subject to terms, conditions and limitations on both sides hereof.

Yours very truly, Alpha Portland Cement Company.

[fol. 1813] If purchaser fails to comply with terms of payment or with any of the other terms of sale, we reserve the right to cancel unfilled portion of any contract or order purchaser remaining liable for all unpaid accounts.

Orders are approvable as to credit, and if at any time the purchaser's financial responsibility shall be deemed unsatisfactory to the Cement Company, it may require approved security or demand cash payment, and pending same may withhold shipment, and if within a reasonable time, in the judgment of the Cement Company, such cash or approved security has not been furnished, the Cement Company may declare the order or contract cancelled.

In making delivered prices we only guarantee cost at destination and we will not be responsible for shortage or damage occurring in transit; our responsibility ceases when shipments are delivered to Railroad Company on cars at our mill. Railroad Company's bills of lading shall be conclusive as to quantity and good condition of both cement and package when loaded in cars.

The prices herein quoted are the prices on cement. If shipped in cloth sacks, the cloth sacks containing the cement are not sold, but remain the property of the Cement Company and must not be sold or used other than as containers of cement manufactured by the Alpha Portland Cement Company. The purchaser agrees to return said sacks to the Cement Company within ninety (90) days of date of shipment of cement by the Cement Company. A rebate of twenty-five cents (25c) for each sack returned will be allowed by the [fol. 1813½] Cement Company from the invoice price of the cement when the sacks are returned to the Cement Company in good

* Price named is good only for one carload and is subject to change without notice.

Govt. Ex. No. 628

QUOTATIONS TO DEALERS

Trade Practice No. 13, Form No. 1 (1916 Edition).

	Quotation limited to one car load for immediate acceptance.	shipment within and not beyond 15 days. Warrant: 10 days from date of invoice.	route to be prescribed by seller	Bill of lading conclusive as to quantity and good condition when loaded.	Buyer responsible for damage, car service and terminal charges & destination.	Buyer responsible for shortage or damage.	Shipment in bags at buyer's risk.	
Recommended Form.								
1 Atlas					X		X	
2 Allentown							X	
3 Alpha					X			
4 Bath								
5 Coplay			X					
6 Dextler				X				
7 Edison								
8 Giant			X				X	
9 Glens Falls				X		X		
10 Hercules			X	X		X	X	
11 Knicker- bocker					X			
12 Lawrence					X			
13 Lehigh								
14 Nazareth								
15 Penn Allen								
16 Pennsyl- vania	✓	✓	✓	✓	✓	✓	✓	No Form furnished
17 Phoenix								
18 Security								
19 Vulcanite								

The X mark indicates absence of provision. It may be that the Pennsylvania sold only to dealers and these forms had no use for this form of quotation.

Govt. Ex. No. 631

CLIENT MANUFACTURING PROTECTIVE ASSOCIATION
Lodge Willey, New York State, Maryland and Virginia Mills

STATISTICS MONTH OF FEBRUARY 1916.

	TOTAL PRODUCTION CLIENTS				SHUTDOWNS				VOICE ON MARD			
	Jan. & Feb. 1915	Jan. & Feb. 1916	Feb. 1915	Feb. 1916	Jan. & Feb. 1915	Jan. & Feb. 1916	Feb. 1915	Feb. 1916	Jan. & Feb. 1915	Jan. & Feb. 1916	Feb. 1915	Feb. 1916
ALLENSTON	381	337	-3	70	58	-3	68	67	45	29	25	-14
ALPHA	540	351	-15	189	161	-15	321	292	-9	201	142	-59
ALISON	None	69	-	None	29	-	50	40	-80	17	17	-
ATLAS	634	1082	+71	256	535	+109	553	682	+16	206	306	+15
BATH	58	89	+31	27	28	+4	35	40	+11	18	19	+6
CATONA	None	10	-	None	7	-	None	3	-	None	3	-
COPLAY	149	213	+27	92	98	+7	117	158	+35	61	67	+6
MEYER	81	135	+54	46	68	+22	64	70	+6	38	36	-2
EDISON	None	None	-	None	None	-	116	None	-	50	None	-
GLANT	71	91	+20	39	50	+11	72	84	+12	40	41	+1
GLASS FALLS	114	102	-12	96	49	-9	16	33	+106	9	9	-
HEMPHREY	81	214	+133	None	110	-	85	46	+40	13	20	+9
BRICKMONT	226	204	-22	106	97	-9	70	118	+47	42	34	-8
LAFRANCE	94	159	+65	54	85	+31	315	294	-21	200	140	-60
LACON	8	41	+33	None	21	-	4	18	+125	4	7	+3
WELLES	None	None	-	None	None	-	None	None	-	None	None	-
BARABETTE	50	50	+0	50	58	+8	16	38	+22	13	18	+5
PREP-ALLER	121	191	+70	55	93	+38	88	120	+32	36	46	+10
PERSTAVANIA	41	79	+38	41	40	-1	43	47	+4	43	42	-1
PROFIT	0	31	+31	0	31	+31	0	31	+31	0	31	+31
SECURITY	16	106	+90	16	91	+75	122	131	+9	62	62	-
TIMBERLIN	2407	3472	+1075	1093	1719	+626	1224	1248	+24	1074	1074	-
VULCANITE	None	None	-	None	None	-	None	None	-	None	None	-
WITTHALL	348	694	+346	4316	3610	+2274	3610	3610	+0	3610	3610	+0

625

Govt. Ex. No. 632
CEMENT MANUFACTURERS' PROTECTIVE ASSOCIATION
 LEHIGH VALLEY, NEW YORK STATE, MARYLAND AND VIRGINIA MILLS

STATISTICS MONTH OF MARCH, 1915

MANUFACTURERS	TOTAL PRODUCTION CEMENT					CEMENT SHIPING					EXPORTS					STOCKS ON HAND				
	Prod. 1915	Prod. 1914	Prod. 1913	Prod. 1912	Prod. 1911	March 1915	March 1914	March 1913	March 1912	March 1911	March 1915	March 1914	March 1913	March 1912	March 1911	March 1915	March 1914	March 1913	March 1912	March 1911
	1915	1914	1913	1912	1911	1915	1914	1913	1912	1911	1915	1914	1913	1912	1911	1915	1914	1913	1912	1911
Alabama	110	218	-15	77	47	4	135	101	+26	72	86	-6	157	113	-18	79	45	-26	7	64
Alaska	680	680	-18	315	265	470	685	-30	278	230	230	+12	740	615	-22	230	180	-34	700	207
Arizona	1,020	1,385	+47	231	425	445	1,025	1,365	+47	381	423	+6	520	1,044	+8	417	479	-4		
Ark.	154	118	+14	46	30	-30	76	72	-5	15	19	+25	66	73	+11	30	23	+10	34	71
Balt.	30			21		31					27		7			4				
Calif.	270	377	+107	133	177	275	376	+101	110	127	127	+15	232	235	+3	115	77	-25	26	200
Canada	181	180	+12	41	41	-41	184	150	+34	99	97	-46	137	117	-15	75	47	-30	47	80
Del.	108	146	+46	30	35	-50	105	145	30	35	35	+30	100	145	+45	57	68	-1	1	1
Dist. Coll.	323	337	-14	87	90	-15	337	354	+17	25	56	+37	30	30	+30	20	17	-10	16	45
Fla.	81	135	+54	10	101	+895	81	286	+203	None	72	-	71	67	-6	45	30	-35	20	-13
Georgia	370	307	-7	70	97	+23	380	275	+105	75	65	-9	160	187	+15	60	60	-20	3	214
Idaho	140	356	-216	299	190	-40	451	362	-15	305	130	-70	708	422	-36	380	108	-40	1	30
Ill.	14	47	+33	5	7	+15	14	47	+33	5	15	+150	21	36	+24	15	8	-30	8	None
Ind.	115	143	+28	65	20	-15	115	143	+28	65	64	-19	70	97	+10	43	43	+2	2	2
Iowa	201	206	+5	90	107	+17	201	271	+70	60	87	+5	180	165	-15	70	56	-36	10	36
Kent.	175	116	-59	64	34	-47	98	118	+20	41	38	-30	70	75	+5	20	20	-10	30	30
La.	52	81	+29	45	45		54	74	+20	34	54	102	71	-20	54	32	-45	14	30	
Mass.	112	206	+194	94	100	+10	111	200	+189	94	107	+13	130	205	+75	75	75	-5	4	4
Mich.																				
Minn.																				
Miss.																				
Mo.																				
Mont.																				
Nev.																				
N.H.																				
N.J.																				
N.Y.																				
Pa.																				
R.I.																				
S.C.																				
S.D.																				
Tenn.																				
Texas																				
Va.																				
Wash.																				

ALL CEMENTS SHIPPED ARE IN TONS

ALL COMPANIES

YEAR 1913.

PRODUCTIONS (BARRELS)

As furnished by defendants.

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Altman	52 154	59 125	66 217	65 617	66 618	66 552	66 552	66 552	66 552	66 552	66 552	66 552	771 116
Alpha	476 726	285 030	341 110	444 369	472 123	390 414	439 758	594 070	507 112	477 024	496 746	517 451	5 545 711
Aries	5735 065	574 472	102 365	792 151	755 030	534 715	819 243	477 323	607 675	536 237	529 113	535 316	6 957 121
Balt	64 752	37 210	17 640	61 146	63 261	65 168	66 020	124 800	75 000	84 000	80 000	50 000	762 171
Caplay	96 154	95 728	105 296	105 123	103 641	104 179	114 474	110 511	122 446	117 200	119 045	107 649	1 304 631
Dexter	60 100	57 223	73 100	70 353	70 870	73 210	66 101	71 410	75 300	82 167	58 100	59 000	826 124
Edison	156 462	132 701	14 180	104 960	165 800	110 010	142 160	12 657	154 962	161 030	149 990	152 337	1 604 974
Giant	8004	076 107	MAK	1 1913	90 134	96 100	52 290	54 062	107 923	116 345	56 923	55 361	631 191
Glenn Falls	37 151	57 327	41 143	44 975	56 271	50 769	57 091	52 312	47 545	57 064	47 429	40 962	572 251
Hercules					BROOK OPERATION NOV 27 1917								
Kaiserbucker	74 454	61 470	78 115	82 241	58 826	75 402	73 569	94 400	102 003	105 047	101 034	97 227	1 094 356
Lawrence	42 602	78 221	100 031	116 551	125 900	113 674	126 025	119 395	123 040	137 111	119 266	131 356	1 374 116
Lehigh	245 118	341 381	340 353	348 156	349 916	315 990	347 734	391 148	413 661	471 597	464 145	310 957	4 545 190
Neenah	66 695	78 010	60 000	63 273	15 510	93 630	80 175	97 985	185 340	16 100	95 413	42 895	918 080
Penn-Allen	no production	44 000	62 000	60 000	62 000	60 000	60 000	63 000	61 000	65 000	64 000	49 000	650 000
Pennsylvania	61 000	46 000	65 000	73 000	80 600	79 700	75 000	75 000	80 000	100 000	83 000	82 000	907 300
Phoenix	no production	no production	11 000	28 639	41 518	52 795	52 789	43 244	34 731	41 874	46 539	46 048	404 252
Security	25 709	43 113	44 035	46 676	57 761	48 942	54 420	51 575	43 456	71 206	43 920	25 860	568 373
Vulcanite	71 055	77 815	116 620	124 015	123 061	125 374	116 240	132 940	129 800	119 270	76 660	103 318	1 323 181
Total	21 195 64	20 427 53	24 371 20	26 902 44	28 176 72	25 521 530	23 140 24	25 543 731	27 375 53	29 175 12	26 981 60	25 500 74	305 247 52

OVERVIEW

Govt. Ex. No. 667
ALL COMPANIES

YEAR 1914

PRODUCTION (BARRELS)

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Allentown	61 767	61 222	76 026	72 651	74 579	72 891	73 831	79 407	76 735	83 198	79 477	36 516	855 242
Alpha	443 778	419 710	236 772	313 191	397 318	520 692	413 049	369 154	553 039	521 073	555 712	360 817	545 9915
Alma	545 303	469 220	535 663	557 052	573 151	576 333	588 214	504 006	328 875	341 757	303 131	329 080	5662 485
Beth	25 500	41 515	production	60 000	51 416	47 751	70 907	93 000	84 694	31 000	40 940	production	564 863
Coplay	103 889	37 121	46 115	114 353	97 169	17 040	106 364	110 158	136 635	99 651	95 235	68 740	1103 161
Dexter	64 000	30 793	40 200	70 064	78 145	85 200	89 400	89 100	55 400	63 300	41 600	34 900	742 802
Edison	SHUT DOWN		80 303	118 890	126 602	174 168	117 930	161 199	159 784	166 814	162 339	216 45	1276 674
Giant	22 958	16 195	96 124	26 674	63 055	63 143	78 277	107 348	106 213	110 227	78 027	74 550	756 817
Glens Falls	42 572	36 914	43 140	26 089	47 741	54 140	47 151	63 111	61 000	60 677	41 486	62 750	582 241
Hercules				BEGAN OPERATION AUGUST 1917									
Kaiserbucker	80 136	41 258	53 143	88 779	119 471	116 374	112 518	120 059	115 763	116 006	86 797	84 366	1139 670
Lewistown	69 945	57 533	71 263	110 658	145 454	141 337	153 215	183 658	157 091	141 975	94 999	44 322	1333 430
Lough	308 143	344 127	173 746	252 621	411 552	464 324	411 649	587 268	610 316	665 789	534 944	437 970	5389 749
Nearrath	70 110	65 055	63 470	76 205	74 230	93 000	89 740	97 225	101 050	114 466	102 790	production	948 000
Penn-Allen	6 000	56 000	36 000	40 600	62 000	65 000	66 000	66 000	62 000	64 000	62 000	49 000	634 600
Pennsylvania	71 000	50 500	38 000	64 400	78 000	84 000	87 000	119 300	115 400	113 200	66 500	83 600	970 800
Phonics	23 376	41 940	41 227	46 210	49 153	54 058	47 962	44 271	54 961	58 557	58 177	37 966	538 560
Security	9 035	36 406	34 870	47 126	54 563	56 743	57 618	61 412	54 693	66 538	55 712	57 311	582 244
Valentine	24 210	72 410	37 060	101 265	139 750	133 340	133 510	147 362	150 008	142 933	96 635	75 121	1313 664
Total	2032 424	426 532	1653 510	2186 443	2731 113	2190 272	2286 542	3163 908	2913 667	3021 110	2557 339	1870 215	2587 546

Govt. Ex. No. 688
ALL COMPANIES

YEAR 1915

PRODUCTION (BARRELS)

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Allentown	612,411	643,811	735,504	799,225	809,941	797,730	721,197	811,671	822,630	533,808	622,773	670,551	663,966
Alpha	298,654	239,965	344,047	465,453	600,336	563,741	570,345	506,704	445,767	471,041	445,812	229,421	571,139
Atlas	318,917	254,929	390,751	601,060	634,321	609,727	504,350	636,455	615,337	647,230	570,711	615,410	649,617
Beth	31,494	22,911	15,073	33,855	48,656	56,281	51,975	65,361	61,000	76,315	96,975	51,050	649,912
Coplay	71,281	89,376	109,801	134,495	169,736	151,374	160,927	164,324	158,398	157,914	179,070	163,650	172,577
Dexter	34,000	41,900	61,500	71,600	88,200	93,300	97,900	94,302	71,200	75,500	69,775	61,000	174,175
Edition						SHUT DOWN							
Giant	36,202	34,143	29,573	70,670	74,616	89,664	93,623	80,364	80,364	75,372	73,031	76,064	128,151
Glens Falls	58,723	44,405	34,674	67,079	70,376	65,420	65,516	65,167	62,597	61,190	66,674	50,921	706,612
Hercules						SHUT DOWN							
Knickerbocker	81,133			101,421	117,003	111,911	125,554						655,969
Lawrence	29,342	35,249	74,679	119,210	138,249	158,907	144,533	122,772	126,901	159,300	131,812	111,219	1352,477
Lahigh	134,811	163,531	529,022	601,415	666,069	642,747	552,581	658,194	591,593	529,376	459,384	367,296	5923,789
Nearsh				120,430	129,300	125,720	76,155	123,910	124,305	124,195	114,195		1017,645
Penn-Allen				65,000	65,000	61,000	63,000	62,000	60,000	63,000	62,000	30,000	643,000
Pennsylvania	656,000	552,000	800,000	950,000	96,000	106,000	120,000	112,000	113,000	98,000	105,000	83,000	1121,100
Phoenix				49,636	54,497	54,912	56,285	60,325	53,564	59,375	65,423	48,139	577,959
Security				60,446	67,657	54,608	71,609	66,112	65,515	64,193	53,021	34,379	591,592
Vindicator				94,200	104,095	99,765	92,835	140,325	146,937	99,870	96,490	100,357	1089,643
Total	1290,520	1174,755	2102,564	2713,596	3205,335	3145,470	2859,503	3059,024	2811,115	2830,399	266,327	2207,354	30295,995

Govt. Ex. No. 649

ALL COMPANIES

YEAR 1916.

PRODUCTION (BARRELS)

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Allentown	69 471	66 444	76 514	84 364	71 234	72 941	34 433	67 325	74 851	74 034	67 321	48 111	606 19
Alpha	97 151	106 030	316 717	363 330	336 618	520 431	514 692	441 341	317 146	416 113	420 53	300 34	4216 66
Aulse	546 403	535 407	423 333	471 121	461 933	433 341	465 214	446 774	419 370	373 370	593 360	637 743	6120 13
Bath	33 000	20 600	18 600	70 000	54 000	46 000	63 350	37 100	61 000	61 215	34 600	48 360	311 115
Coplay	109 613	100 103	126 536	117 244	114 491	106 404	90 464	41 034	101 107	124 241	124 101	104 071	1213 43
Dexter	70 432	48 100	36 400	71 400	70 100	70 200	66 200	64 000	73 800	77 300	76 300	54 600	740 12
Edison	40 300	44 600	53 413	74 533	110 730	118 691	74 712	114 100	13 500	103 603	84 500	76 492	170 35
Giant	50 741	50 124	54 631	34 447	37 950	41 921	47 346	104 346	95 101	115 346	104 373	80 269	1012 113
Glen Falls	104 676	109 361	71 934	76 587	85 343	56 107	23 395	97 275	94 614	103 354	62 212	63 606	1004 014
Kercherbucker	104 963	100 427	67 540	104 707	118 771	121 600	97 753	123 933	136 447	118 324	131 306	109 327	1550 151
Lawrence	232 617	245 110	345 431	435 363	512 106	546 346	343 704	543 416	560 414	562 405	523 440	444 531	5896 08
Lehigh	90 175	127 130	116 543	124 211	121 531	111 110	112 753	117 441	113 240	104 710	98 665	124 497	
Namath	31 500	31 000	33 000	60 000	62 000	60 000	34 000	62 000	60 000	62 000	63 000	53 300	61 000
Penn-Alton	91 000	33 000	17 000	44 300	96 000	44 000	114 000	114 000	97 000	106 000	83 200	95 000	1151 300
Pennsylvania	40 746	34 325	31 240	44 142	41 073	57 401	41 760	49 363	50 600	41 740	51 721	32 663	541 240
Phoenix	14 649	54 121	57 970	54 052	44 072	53 440	57 376	71 917	70 240	70 240	70 070	59 317	625 331
Security	47 525	44 910	106 713	120 070	144 745	140 010	107 140	111 240	112 135	135 253	131 305	110 060	1043 70
Vulcanite	172 2432	162 1834	243 064	247 1432	216 4713	271 1347	24 34235	274 441	274 441	274 441	274 441	274 441	274 441
Total	172 2432	162 1834	243 064	247 1432	216 4713	271 1347	24 34235	274 441	274 441	274 441	274 441	274 441	274 441

B. O. STEVENSON

Govt. Ex. No. 870
ALL COMPANIES

YEAR 1917

PRODUCTION (BARRELS)

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Allentown	65 545	54 310	73 635	56 421	66 743	59 370	76 059	67 764	63 716	60 364	58 471	36 819	739 657
Alpha	352 763	276 764	239 769	408 752	430 424	109 047	364 631	384 948	373 764	435 324	367 949	277 642	4 342 517
Atlas	612 176	554 790	568 649	675 520	674 665	615 048	587 865	505 141	452 358	470 009	427 595	335 337	6 499 903
Bath	no production	51 800	31 200	63 000	76 300	76 600	57 000	48 100	63 700	63 300	22 750	16 700	570 450
Coplay	76 274	40 878	97 920	90 334	127 636	127 559	134 417	122 345	99 146	123 543	75 660	45 875	1 161 586
Dexter	53 100	47 700	55 700	66 400	72 600	75 200	63 500	66 600	72 000	62 300	70 600	41 700	747 400
Edison	83 031	78 034	110 102	18 757	170 946	142 686	126 019	165 076	135 071	154 382	155 385	39 000	1 383 481
Giant	59 543	54 129	44 331	48 078	125 264	118 846	103 723	102 377	85 840	92 682	68 118	59 333	1 021 392
Glens Falls	34 509	26 335	17 403	34 452	64 953	47 611	60 372	55 611	53 249	51 747	50 834	37 548	552 794
Hercules		BEGAN OPERATION		AUGUST 1917			18 777	19 226	29 709	37 784	33 930	20 966	160 394
Kickerbocker	76 799	38 508	34 612	92 824	96 163	108 542	115 476	91 524	89 049	89 639	64 238	60 764	958 638
Lawrence	92 455	50 180	77 166	114 223	162 520	153 210	132 533	134 862	125 631	154 667	122 281	78 357	1 388 785
Lehigh	369 151	470 320	485 053	527 115	584 423	533 766	500 100	458 457	326 593	286 057	273 191	266 023	5 060 280
Nazareth	3 475	72 315	87 835	89 125	79 285	102 120	90 825	100 420	107 390	108 110	84 520	59 040	984 530
Penn-All n	45 000	56 000	62 000	64 000	67 000	62 000	62 000	62 000	56 000	60 000	58 000	56 500	690 500
Pennsylvania	71 000	10 000	78 000	91 500	113 000	110 000	95 000	105 000	95 000	113 000	128 000	71 000	1 158 500
Phoenix	39 250	34 377	39 633	42 700	50 440	47 458	38 360	48 522	46 624	62 776	54 977	49 358	554 475
Security	550 80	35 821	43 133	57 379	77 028	67 237	60 841	61 446	55 006	63 413	69 376	69 218	715 042
Vulcanite	61 895	114 765	99 240	126 515	132 335	86 745	84 255	94 135	90 470	67 915	53 160	56 545	1 066 385
Total	2 593 346	2 719 716	2 253 583	2 711 575	3 192 942	2 943 223	4 271 901	2 694 244	2 440 536	2 562 232	2 240 512	1 674 250	29 776 795

BY OVERMAN

Govt. Ex. No. 671

ALL COMPANIES

YEAR 1918

PRODUCTION (BARRELS)

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Allentown	no production	no production	6,823	19,430	62,630	60,299	55,565	54,322	44,029	46,656	26,921	33,996	411,231
Alpha	109,016	71,483	106,443	286,989	364,539	385,457	373,587	367,451	358,437	229,784	267,464	155,922	3,066,589
Atlas	2,277,776	3,613,800	4,745,779	4,552,899	5,671,854	5,763,322	6,109,822	6,044,355	5,211,049	4,344,543	4,139,552	4,011,971	56,501,441
Beth	6,325	no production	39,290	51,650	65,000	52,500	53,400	60,200	51,000	27,000	35,400	54,500	496,265
Coplay	67,036	56,464	91,830	89,367	84,356	96,762	112,648	109,213	92,405	77,214	46,502	74,664	999,031
Dexter	41,300	27,000	41,200	49,900	83,700	81,500	73,300	81,600	78,000	69,700	64,600	55,700	747,500
Edition	no production	no production	31,620	127,643	153,659	146,363	138,884	131,396	127,022	55,700	105,318	141,420	1,159,045
Gant	23,800	37,800	57,114	51,519	89,039	106,376	111,710	89,597	72,284	80,048	58,577	43,882	821,224
Glens Falls	10,475	16,142	34,176	38,109	56,566	55,995	45,300	66,254	46,663	39,618	46,015	54,514	509,847
Hercules	no production	no production	19,768	22,653	39,649	53,670	56,149	49,892	42,356	40,431	48,206	29,349	402,123
Kriebel-ber	30,429	47,218	37,612	58,786	78,253	84,245	93,366	90,055	88,215	79,330	68,835	83,457	834,801
Lawrence	8,089	6,138	45,598	112,516	121,419	145,814	147,663	125,179	13,501	64,777	12,341	91,590	1,019,695
Lehigh	2,166,749	2,723,327	2,525,581	3,529,981	5,539,915	5,361,194	5,484,507	5,671,598	5,405,711	3,844,512	3,111,144	2,666,658	47,847,717
Nazareth	no production	9,930	106,140	56,670	81,440	77,050	90,780	88,248	87,220	76,290	80,135	51,845	805,795
Penn-Allen	no production	no production	10,000	38,500	59,500	55,000	54,500	60,500	47,500	47,000	42,000	33,500	444,000
Pennsylvania	51,000	61,500	71,300	95,000	108,000	107,000	113,000	95,000	66,000	70,000	62,500	68,000	968,300
Phoenix	3,863			SHUT DOWN	BOUGHT CEMENT FROM DEXTER								3,863
Security	13,918	31,485	52,404	58,065	64,616	59,953	55,553	53,810	53,521	46,206	64,220	37,318	591,131
Vidant	477,660	637,710	732,220	806,770	951,351	1,138,135	1,072,810	1,235,610	752,265	327,710	48,550	48,452	912,182
Total	8,574,661	11,811,671	15,516,884	20,466,317	27,700,320	28,044,558	28,642,109	28,204,186	24,755,043	19,016,611	17,721,720	17,266,694	247,267,992

* OVER RUN

ALL COMPANIES

YEAR 1919

PRODUCTION (BARRELS)

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Allentown	23,754	31,481	39,534	35,231	52,687	71,576	73,006	71,083	73,006	66,003	53,698	16,029	607,096
Alpha	33,009	74,444	2,132	145,778	251,685	316,015	351,943	380,613	419,949	400,739	346,649	205,421	2,929,077
Atlas	32,467	340,770	485,146	464,545	477,118	462,536	546,240	671,726	679,085	708,992	664,276	440,930	6,266,034
Beth	production	13,570	52,600	56,000	93,000	91,000	91,000	90,000	80,000	100,000	95,000	31,000	806,170
Coplay	48,341	42,351	73,416	67,730	85,941	91,187	119,164	103,558	100,331	103,078	92,546	61,633	999,970
Dexter	60,800	52,600	41,100	76,100	77,500	88,200	84,200	92,100	78,100	83,500	62,100	41,400	837,700
Edison	97,430	110,982	115,188	113,500	125,119	148,972	136,063	157,132	163,519	151,902	45,000	43,949	1,408,758
Giant	production	39,223	48,544	78,911	84,000	81,000	84,900	83,700	87,022	100,800	95,096	64,903	847,704
Glens Falls	36,629	418,904	39,877	42,278	42,523	47,551	54,450	48,965	47,056	56,761	43,450	35,863	504,307
Hercules	30,160	34,838	35,583	37,131	47,122	56,276	58,384	59,547	62,098	67,071	57,744	51,182	597,612
K.ickerbocker	92,515	74,047	production	production	77,239	87,259	90,837	64,437	63,777	86,840	85,952	67,824	780,727
Lawrence	84,105	18,113	48,311	81,792	90,285	96,608	144,729	110,585	129,303	167,761	153,652	122,246	1,209,590
Lighthouse	253,850	243,426	266,225	326,385	350,150	379,386	464,780	523,138	575,471	550,026	539,271	417,473	4,922,513
Nazareth	64,000	112,700	75,030	59,745	88,475	79,070	76,300	79,646	80,870	92,300	65,090	49,290	922,510
Penn.-Allen	production	48,500	60,000	60,000	44,000	54,000	56,000	64,000	62,000	62,000	58,000	25,500	594,000
Pennsylvania	59,700	20,800	45,100	83,500	117,500	120,000	117,000	133,500	94,000	120,000	106,000	105,000	1,122,100
Phoenix	SHUT DOWN	SHUT DOWN	SHUT DOWN	SHUT DOWN	SHUT DOWN	SHUT DOWN	SHUT DOWN	SHUT DOWN	SHUT DOWN	SHUT DOWN	SHUT DOWN	SHUT DOWN	SHUT DOWN
Security	4,666	23,102	64,574	69,491	67,970	64,813	67,105	78,272	77,382	85,200	68,554	24,487	697,266
Vulcanite	production	29,835	41,410	75,910	86,210	94,585	91,430	93,295	117,129	138,795	124,434	76,324	976,427
Total	1,275,819	1,360,316	1,043,090	1,100,097	1,229,936	1,243,110	1,295,831	1,290,529	1,301,739	1,319,782	1,279,125	1,086,233	12,723,244

Govt. Ex. No. 673
ALL COMPANIES

YEAR 1920.

PRODUCTION (BARRELS)

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Allentown	22,626	36,595	39,613	44,749	60,306	56,875	31,012	57,077	64,619	65,620	58,159	36,740	573,991
Alpha	23,522	28,135	24,476	40,348	37,851	39,471	36,506	38,642	38,743	46,952	45,280	30,246	433,516
Atlas	6,355	50,253	63,462	67,734	71,696	50,593	49,752	52,577	56,976	70,733	67,853	66,150	732,360
Beth	53,200	4,800	26,700	55,500	69,200	78,400	61,100	95,000	110,000	108,000	91,900	74,000	827,800
Coplay	60,392	60,649	59,221	67,040	61,002	94,966	129,614	111,399	109,614	140,146	133,360	68,465	1,102,861
Dexter	56,300	29,400	21,100	47,600	56,700	57,900	86,700	76,900	71,300	80,100	77,100	54,300	715,400
Edition	140,773	89,417	68,888	96,787	151,569	147,133	143,842	142,531	135,341	130,286	150,850	102,576	1,500,000
Giant	62,500	49,800	53,800	82,400	96,400	100,050	112,026	101,198	112,973	123,930	125,300	62,000	1,042,383
Glens Falls	6,931	STRIKE	STRIKE	59,391	53,715	50,947	STRIKE	STRIKE	4,681	4,750	13,850	39,625	233,490
Hercules	44,185	16,327	23,099	37,513	41,619	48,117	56,413	56,696	64,632	55,508	50,862	39,724	534,765
Knickbocker	59,936	21,819	61,113	83,363	79,735	91,373	67,643	41,103	104,926	115,079	113,149	109,712	948,951
Lawrence	89,807	39,553	76,029	105,652	91,743	145,226	133,684	141,255	165,443	177,309	157,053	142,176	1,466,930
Lehigh	471,706	390,902	444,205	534,679	565,718	506,018	275,743	605,997	573,785	630,937	570,448	278,396	5,854,644
Nazareth	23,310	48,940	77,330	58,830	87,560	73,660	74,900	102,630	104,540	121,250	118,010	57,410	948,730
Penn-Allen	50,000	24,000	53,500	55,500	62,000	60,000	37,000	62,000	62,000	65,000	60,000	29,000	620,000
Pennsylvania	105,000	40,000	87,000	85,000	90,000	96,000	112,000	113,000	92,000	132,000	112,000	95,000	1,159,000
Phoenix	42,804	31,317	41,345	35,912	62,660	58,977	64,922	61,756	75,130	69,799	69,134	34,219	647,973
Security	14,521	31,162	62,512	81,274	82,308	74,183	77,390	77,995	68,596	81,427	73,057	49,596	774,021
Vulcanite	77,560	84,160	42,115	72,115	129,175	120,765	61,260	126,710	115,415	148,565	136,090	93,229	1,207,189
Total	2,247,030	1,782,759	2,137,713	2,480,107	2,953,230	2,759,924	2,317,835	2,285,016	2,992,244	3,426,971	3,240,317	2,330,147	31,600,193

Govt. Ex. No. 674
ALL COMPANIES

YEAR 1921.

PRODUCTION (BARRELS)

Company	January	February	March	April	May	June	July	August	September	October	November	December	Year
Altamont	no production	26,902	30,050	69,125	4,945	77,156	79,060	84,646	75,050	76,845	71,347	27,237	664,931
Alpha	64,921	42,611	193,514	338,352	414,411	292,162	322,710	326,714	357,925	312,592	179,750	157,152	305,944
Atlas	2,22,863	105,944	279,570	472,887	532,460	512,664	500,089	515,617	615,434	715,307	523,375	472,052	5,662,242
Bath	32,400	25,000	19,500	88,000	81,000	84,000	91,000	94,000	96,000	105,000	74,500	85,400	875,800
Coplay	84,274	49,554	120,744	75,958	3,302	57,292	60,697	141,964	146,313	131,595	34,897	74,033	103,573
Dexter	32,100	29,300	71,600	77,700	73,500	84,900	74,800	81,500	85,300	80,300	58,700	53,300	802,900
Edition	no production	DOWN	78,001	155,732	160,171	156,353	163,018	172,565	187,526	178,761	184,578	134,764	1,571,474
Giant	no production	43,948	57,812	87,800	90,500	94,900	127,300	121,200	100,800	60,754	66,021	55,700	906,255
Glens Falls	43,401	45,241	50,551	53,545	58,949	72,068	56,754	76,015	57,802	59,674	69,456	53,569	697,590
Hercules	no production	no production	40,169	50,663	64,559	56,545	53,481	49,940	59,685	84,453	44,453	16,441	520,401
Knechtbocker	126,021	no production	62,921	121,736	127,152	114,851	64,736	no production	62,780	131,713	123,760	90,403	1,023,473
Lawrence	59,942	113,813	74,257	72,872	149,244	147,004	155,977	162,082	158,248	150,518	135,201	124,912	1,524,100
Lehigh	10,761	211,460	520,278	631,039	643,282	618,918	676,937	691,020	595,273	546,112	539,262	228,949	5,922,291
Nazareth	59,660	126,210	107,810	104,270	99,080	100,830	71,750	85,920	85,670	83,350	82,240	61,240	1,067,030
Penn-Allen	40,000	54,000	62,000	60,000	62,000	60,000	58,000	62,000	60,000	62,000	40,000	40,000	660,000
Pennsylvania	100,000	95,000	106,000	122,000	123,000	123,000	124,000	130,000	114,000	134,000	123,000	100,000	1,394,000
Phoenix	31,385	no production	12,980	51,440	55,103	83,188	89,108	108,838	97,823	97,767	62,685	47,931	738,246
Security	no production	no production	48,112	66,172	78,187	69,208	84,284	92,893	78,442	82,359	83,907	65,680	769,241
Vulcanite	no production	87,790	138,755	150,325	146,305	134,371	150,290	138,735	106,210	96,410	112,471	126,186	1,261,866
Total	908,230	1,064,842	2,033,445	2,810,46	2,911,170	2,973,941	3,004,076	3,147,112	3,172,816	3,199,310	2,597,954	2,002,234	29,762,224

Govt. Ex. No. 675 A

DATES WHEN CHANGES WERE MADE EFFECTIVE MAY 3 1922
 BY EACH COMPANY IN THE BASE PRICE USED
 BY IT IN FIGURING MOST OF ITS QUOTATIONS.

LEHIGH VALLEY (1)

Date	Allentown	Alpha	Atlas	Bath	Coplay	Dexter	Edison	Giant	Glens Falls	Hercules	Knickerbocker	Lawrence	Lehigh	Nazareth	Penn Allen	Pennsylvania	Phoenix	Security	Vulcanite
Jan. 1 '13	a	b	^a ^b 40	c	90	d	e	f	g	h	i	j	.90	^c 70	k	l	90	m	n
Feb. 17 '13			E																
Mar. 6 '13																			.85
May 1 '13								.90											
Jan. 1 '14																			.90
Mar. 1 '14	.90																		
Dec. 1 '14								.85										F	
Dec. 11 '14												.85					.85		
Dec. 12 '14	.85	.85																	
Dec. 13 '14															.85				
Dec. 14 '14			.85		.85							.85	.85					.85	
Dec. 15 '14																		G	
Dec. 30 '14												.80		.80		.80			
Dec. 31 '14	.80		.80		.80							.80							
Jan. 1 '15		.80												.80		.85			
Jan. 4 '15								.80										H	.80
Jan. 19 '15																	.75		
Jan. 28 '15													.75		.75				
Jan. 28 '15	.75		.75		.75			.75				.75	.75		.80		.75		
Feb. 1 '15		.75																	
Feb. 3 '15																			.75
Feb. 12 '15	.70												.70		.70		.70		
Feb. 18 '15		.70	.70		.70	.70 ^I		.70				.70		.70		.70 ^J		.70	
Feb. 19 '15																			.70
Feb. 22 '15	.60					.60					.60	.60		.60		.60			
Feb. 24 '15		.60			.60							.60		.60				.60	
Feb. 25 '15								.60								.60 ^N			
Feb. 26 '15		.65							.60										
Apr. 7 '15																			
May 1 '15				.60															
May 23 '15													.70						
May 26 '15				.70				.70			.70								

For Notes See Sheet (V)

DATES WHEN CHANGES WERE MADE EFFECTIVE
BY EACH COMPANY IN THE BASE PRICE USED
BY IT IN FIGURING MOST OF ITS QUOTATIONS.

LEHIGH VALLEY (2)

Date	Allentown	Alpha	Atlas	Bath	Coplay	Dexter	Edison	Giant	Glens Falls	Hercules	Knickerbocker	Lawrence	Lehigh	Nazareth	Penn Allen	Pennsylvania	Phoenix	Security	Vulcanite
May 31.15					.70	c				h									
Jun. 1.15	.70	.70	.70		.70				.70			.70		.70	.70	.70		.70	
Jun. 2.15																	.70		
Jun. 24.15				.80							.80		.80		.80				.80
Jun. 25.15	.80	.80	.80		.80	.80		.80	.80					.80		.80	.80	.80	
Jun. 26.15												.80							
Jul. 14.15				.90							.90		.90			.90			.90
Jul. 15.15	.90	.90			.90	.90		.90				.90		.90	.90		.90		
Jul. 16.15									.90									.90	
Jul. 17.15	.90																		
Oct. 29.15			1.00																
Oct. 30.15	1.00		1.00					1.00			1.00	1.00	1.00	1.00	1.00				1.00
Nov. 1.15	1.00				1.00	1.00		1.00								1.00	1.00		
Nov. 2.15																		1.00	
Nov. 13.15											1.05		1.05		1.05	1.05			
Nov. 14.15														1.05					
Nov. 15.15	1.05	1.05	1.05	1.05	1.05	1.05		1.05									1.05		1.05
Nov. 16.15									1.05										
Nov. 18.15																		1.05	
Nov. 20.15												1.05							
Nov. 9.16							1.05												
Oct. 16.16														1.15					
Oct. 19.16											1.15		1.15						
Oct. 20.16	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15						1.15	1.15			1.15
Oct. 21.16																	1.15		
Oct. 24.16												1.15							
Oct. 25.16																		1.15	
Nov. 11.16											1.25		1.25						
Nov. 13.16	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25			1.25		1.25	1.25		1.25		1.25
Nov. 14.16																		1.25	
Nov. 12.17											1.35		1.35						
Nov. 13.17	1.35															1.35			1.35

Govt. Ex. No. 676

DATES WHEN CHANGES WERE MADE EFFECTIVE
BY EACH COMPANY IN THE BASE PRICE USED BY
IT IN FIGURING MOST OF ITS QUOTATIONS.

HUDSON RIVER (1)

Date	Albion	Alpha	Atlas	Bath	Coplay	Dexter	Edison	Giant	Glen Falls	Hercules	Knickerbocker	Lawrence	Lehigh	Namath	Penn Allen	Pennsylvania	Phoenix	Security	Vulcanite
Dec. 27-14	a	b	1.00	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	1.00
Dec. 3-14													1.00						
Dec. 11-14													.95						
Dec. 17-14		.85																	
Dec. 18-14															.95				
Dec. 19-14			.95		.95														.95
Dec. 20-14															.90				
Dec. 21-14			.90		.90														
Jan. 1-15		.90																	.90
Jan. 4-15																			
Jan. 5-15													.90						
Jan. 18-15															.85				
Jan. 23-15			.85		.85														
Feb. 1-15		.85																	
Feb. 2-15													.85						
Feb. 17-15															.80				
Feb. 18-15		.80	.80		.80														
Feb. 19-15																			.80
Feb. 20-15													.80						
Feb. 23-15											.70				.70				
Feb. 24-15		.70			.70														.70
Feb. 26-15			.75																
Feb. 1-15													.70						
Apr. 1-15								.70											
May 18-15													.80						
May 27-15											.80								
June 1-15		.80	.80		.80			.80							.80				.80
June 27-15											.90		.90		.90				.90
June 28-15		.90	.90		.90			.90											
July 19-15											1.00		1.00						1.00
July 15-15		1.00	1.00		1.00			1.00							1.00				
Oct. 30-15			1.10																

For Rates See Sheet (14)

DATES WHEN CHANGES WERE MADE EFFECTIVE
BY EACH COMPANY IN THE BASE PRICE USED BY
IT IN FIGURING MOST OF ITS QUOTATIONS.

HUDSON RIVER (2)

Date	Allentown	Alpha	Atlas	Bath	Coplay	Dexter	Edison	Giant	Glens Falls	Hercules	Knickerbocker	Lawrence	Lehigh	Nazareth	Penn Allen	Pennsylvania	Phoenix	Security	Volcanic
Jul 30 15	a	110		c		e	f	g		i	110	k	110	c	110	n	o	A	110
Nov 1 15					110				110										
Nov 12 15											115	115		115					
Nov 15 15	115	115	115		115														115
Nov 16 15									115										
Nov 19 15						B													
Nov 22 15								115											
Nov 9 16							115												
Jan 9 16						115													
Oct 19 16											125	125							
Oct 20 16	125	125	125		125	125	125	125	125						125	125			125
Oct 21 16																	125		
Nov 11 16											135	135							
Nov 13 16	135	135	135		135	135	135		135						135		135		135
Nov 14 16								135											
Jan 12 17											145	145							
Jan 13 17		145																	145
Jan 15 17			145		145	145	145		145						145				
Jan 16 17	145							145									145		
Mar 15 17										145									
Mar 26 17											160	160							
Mar 27 17	160	160			160	160	160	160	160			160			160	160	160		160
Mar 28 17			160																
May 1 17											160								
Mar 20 18					200										200		200		
Mar 21 18	200	200				200	200												200
Mar 22 18			200								200	200				200			
Mar 23 18												200							
Mar 25 18								200											
Mar 27 18									200										
Apr 4 18										200									
Apr 1 18	185				185	185	185	185	185	185			185		185	185	185		185

DATES WHEN CHANGES WERE MADE EFFECTIVE
BY EACH COMPANY IN THE BASE PRICE USED BY
IT IN FIGURING MOST OF ITS QUOTATIONS.

HUDSON RIVER (3)

Date	Allentown	Alpha	Atlas	Bath	Coplay	Dexter	Edison	Giant	Glens Falls	Hercules	Knickerbocker	Lawrence	Lehigh	Nazareth	Penn Allen	Pennsylvania	Phoenix	Security	Vulcanite
Apr. 2 19		1.35	1.35	C							1.35	1.35		C				R	
May 1 20							1.35												
May 31 20						D													
Apr. 6 20		2.05															2.05		
Apr. 7 20								2.05	2.05				2.05		2.05	2.10			2.05
Apr. 8 20	2.05		2.05				2.05												
Apr. 9 20					1.95														
Apr. 10 20												2.05							
Apr. 12 20											2.05								
Apr. 24 20					2.05														
May 3 20										2.05									
May 14 20		F																	
June 15 20		2.35																	
June 16 20	2.15																2.35		
June 18 20					2.35						2.35	2.35		2.35	2.35			2.35	
June 21 20						2.35													
June 22 20							2.35												
June 23 20		2.35							2.35										
June 24 20										2.35									
July 1 20						2.60													
July 12 20	2.50												2.60						
July 14 20					2.60										2.60			2.60	
July 15 20																	2.60		
July 16 20		2.55										2.60							
July 17 20							2.60												
July 18 20										2.60									
July 19 20		2.60	2.60								2.60								
July 20 20											2.60								
Aug. 1 20													2.40						
Aug. 2 20	2.40	2.40	2.40		2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40				2.40			
Aug. 3 20															2.40				2.40
Aug. 7 20																2.40			

condition, freight prepaid, subject to Cement Company's count and inspection. Cement Company will not accept for rebate sacks bearing brands other than its own or bags that have been wet or are otherwise worthless. Such sacks if received will be held at shipper's risk subject to his order for thirty days only.

Shipments in paper bags will be made at purchaser's risk of breakage and resultant loss.

The Cement Company reserves the right to prescribe the routing by which the shipment shall be forwarded.

This quotation is subject to change without notice and is not binding until orders have been accepted by this Company in writing.

All orders and contracts are accepted subject to governmental restrictions, contingencies of manufacturing and shipping and other causes beyond the control of either Buyer or Seller. We will not be responsible for delays in transit.

Alpha Portland Cement to be furnished hereunder is to conform in every respect to Specifications of United States Government, or standard Specifications for Portland Cement as adopted by the American Society for Testing Materials when tested by methods of testing recommended by American Society of Civil Engineers, but we cannot be responsible for improper use of Cement, therefore we will not guarantee finished work.

[fol. 1814] (Here follow Government's Exhibits Nos. 631, 632, 633, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675a, 676, marked side folio pages 1815-1824½, inclusive.)

[fols. 1825 & 1826] Govt. Ex. No. 677

Cement Manufacturers' Protective Association
932 Commercial Trust Building, Philadelphia, Penna.

Annual Productive Capacity of the Following Mills
Issued January 1, 1917

Allentown	950,000
Alpha	6,723,000
Alsen	1,000,000
Atlas	12,000,000
Bath	1,000,000
Cayuga	500,000
Clinchfield	1,200,000
Coplay	2,000,000
Dexter	960,000
Edison	2,000,000
Giant	3,400,000
Glens Falls	720,000
Helderberg	600,000
Knickerbocker	1,600,000
Lawrence	1,643,000
Lehigh	5,400,000

Millen	250,000
Nazareth	1,347,000
Penn-Allen	750,000
Pennsylvania	1,500,000
Phoenix	750,000
Security	1,000,000
Virginia	1,000,000
Vulcanite	2,000,000
Total	50,293,000

[fol. 1826½]

Govt. Ex. No. 678

Bags, Average Costs 1916-1921, Inclusive

Statement Showing Average Costs of Bags Sold by Defendant Companies, 1916-1921, Inclusive, Compiled by the Government from Exhibits Submitted by the Companies

Company	1916, cents per bag	1917, cents per bag	1918, cents per bag	1919, cents per bag	1920, cents per bag	1921, cents per bag
Allentown .....	.099	.102	.126	.158	.193	.158
Alpha .....	.098	.102	.126	.161	.219	.157
Atlas .....	.094	.111	.120	.167	.203	.159
Bath (a)	(a)	(a)	(a)	(a)	(a)	(a)
Coplay .....	.072	.099	.102	.151	.211	.162
Dexter .....	.107	.112	.128	.172	.214	.159
Edison .....	.10	.11	.12	.18	.23	.16
Giant .....	.078	.114	.135	.159	.217	.217
Glens Falls .....	.098	.102	.117	.159	.207	.120
Hercules (b) .....	...	.125	.135	.174	.174	.183
Knickerbocker .....	.088	.095	.119	.151	.190	.157
Lawrence .....	.097	.105	.117	.156	.219	.151
Lehigh .....	.10	.104	.13	.169	.241	.142
Nazareth .....	.103	.108	.125	.151	.191	.181
Penn Allen .....	.095	.104	.119	.167	.209	.163
Pennsylvania .....	.094	.103	.123	.155	.213	.167
Phoenix .....	.098	.099	.118	.129	.211	.157
Security .....	.099	.099	.141	.139	.192	.131
Vulcanite .....	.10	.10	.111	.151	.204	.121

(a) No records.

(b) Hercules began operations August, 1917.

Bags, Sale Price, 1919-1921

	Prices charged for bags	Changes in bag prices	Changes in bag prices
--	-------------------------	-----------------------	-----------------------

Companies	Prices charged for bags		prices		prices	
	Date	Amt. chgd.	Date	Amt. chgd.	Date	Amt. chgd.
1	2	4	5	6	7	8
1919	1919	1919	1920		1921	
January 1			May 1	.25	Mch. 30	.10
do.	.25	.15	Apl. 30	.25	Mch. 28	.10
Alpha	.25	.15	May 15	.25	Mch. 28	.10
Atlas	.25	.15	May 1	.25	Mch. 29	.10
Bath	.25	.15	Apl. 1	.25	Mch. 28	.10
Coplay	.25	.15	May 6	.25	Mch. 29	.10
Dexter	.25	.15	Mch. 1	.25	Mch. 29	.10
Edison	.25	.15	May 1	.25	Apl. 28	.10
Giant	.25	.15	May 1	.25	Apl. 1	.10
Glens Falls	.25	.15	May 5	.25	Mch. 29	.10
Hercules	.25	.15	June 21	.25	Apl. 1	.10
Knickerbocker	.25	.15	May 3	.25	Mch. 30	.10
Lawrence	.25	.15	May 3	.25	Apl. 1	.10
Lehigh	.25	.15	May 1	.25	Mch. 28	.10
Nazareth	.25	.15	May 1	.25	Mch. 29	.10
Peen Allen	.25	.15	June 1	.25	Apl. 1	.10
Pennsylvania	.25	.15	May 1	.25	Mch. 28	.10
Phoenix	.25	.15	Apl. 8	.25	Mch. 30	.10
Security	.25	.15	May 10	.25	Mch. 28	.10
Vulcanite	.25	.15				

[fol. 1829]

Govt. Ex. No. 680

April 21, 1919.

J. J. Collister, T. M. Atlas Portland Cement Co., 30 Broad St., New York, N. Y.

DEAR SIR:

We have your letter of April 18th, file X-60-14, regarding correction on our Maine Correction Notice of April 12th.

You have shown Fisher's, Penobscot County, on the Maine Central Railroad with a rate of \$5.00 from Lehigh Valley. As a matter of fact the correct rate is \$4.00, this point being intermediate to Bangor and Ellsworth. Further than this, you show a higher rate from Alsen and Hudson to this point than is in effect to points on either side. This, of course, is correct under the present tariffs issued by the New York Central Railroad but we are asking them to check in rates to this point the same as are now in effect to points on either side. When this is done, it will necessitate another correction notice.

What I want to particularly call your attention to is the fact that no changes should be made by you in these Correction Notices with- [fol. 1829½] out first taking the matter up with the Lehigh People and ourselves. Had you done so in this case, we could have arranged for checking in the proper rates from Lehigh Valley or it might have been decided that it would be better at this time not to add the point. Won't you kindly in the future handle this matter in accordance with agreement entered into sometime ago, instead of making correction on notices and sending them direct to Mr. Gaines and then notifying us afterwards? The agreement entered into in Mr. Gaines' office sometime ago was that all parties should agree and if matters of this kind are taken up before notices are finally sent to Mr. Gaines, it will, undoubtedly, cut down the number of correction notices which it will be necessary to issue.

Yours truly, C. N. Apgar, Traffic Manager. CA/R.

CC Mr. H. S. Gaines, V. P. Cement Mfgs. Protective Assn., 19 West 44th St., N. Y.

[fol. 1830]

Govt. Ex. No. 681

April Twenty-fifth, Nineteen Nineteen.

Mr. W. E. St. Clair, Sales Manager Castalia Portland Cement Company, Castalia, Ohio.

DEAR SIR: In answering your letter of April 23d, we desire first to advise you that the rates published in our rate books are prepared by three of the cement companies who must concur absolutely before the rates are given out for publication.

The rate, therefore, of 33¢ for Lorain, Ohio from Universal, Pa., as shown in our book, is correct, and for your information we quote tariff for this, which is found in Pa. R. R., J. J., I. C. C. 680, for

L.A. and Southern delivery, giving a rate of 8.5¢ per 100 lbs. or \$1.70 per ton, which is equivalent to 33¢ per barrel.

This office acts only as a medium in the matter of this information, and if there is still any doubt we shall be glad to have you write us, giving tariff which you have reference to for basing the rate of 37¢ and we will promptly take it up with the three companies.

Yours very truly, — — —, Secretary. MBP-G.

[fol. 1830½]

Govt. Ex. No. 682

September Fourth, Nineteen Eighteen.

Mr. F. M. Coogan, 2nd Vice President Alpha Portland Cement Company, Easton, Pa.

DEAR SIR: Beg to herewith hand you a copy of a letter to Mr. Swett, relative to the Atlas Company sending a representative of their Traffic Department to Allentown to check freight rates.

The difficulty of securing a concurrence of the Traffic Departments of the three companies by mail has caused a big delay in getting out the New York book, and I am convinced that it is not practicable to handle the issuing of new freight rate books by mail, and that the best results can only be secured through getting the representatives of the different Traffic Departments together so that they can prove up their differences without any great delay.

I am under the impression that Mr. Apgar has reconciled his rates with the Lehigh Company rates on the books which are now ready, but if it would be convenient, suggest that he attend this meeting at Allentown so that we can all be sure that the rates we print will be concurred in by the Traffic Departments of all three Companies.

Assuring you that your cooperation is highly appreciated, I am,

Yours very truly, — — —, Vice President. HSG-G.

[fol. 1831]

Govt. Ex. No. 683

Alpha Portland Cement Company
Easton, Pa.

September 5, 1918.

H. S. Gaines, Vice President Cement Manufacturers Protective Association, 19 West 44th Street, New York City.

MY DEAR MR. GAINES: I have your letter of the 4th also note copy of your letter to Mr. Swett. Mr. Apgar has been co-operating with the Lehigh Co. and will be very glad to continue this co-operation. He is in close touch with the Lehigh Traffic Department and if they will notify him when the Atlas representative gets there

he will go to Allentown and endeavor to finish up the checking of these rates.

If there is anything Mr. Apgar or myself can do in this matter, do not hesitate to call upon us.

Yours very truly, F. M. Coogan, 2nd Vice President.

[fol. 1831½]

Govt. Ex. No. 684

Lehigh Portland Cement Co.

Allentown, Pa.

B-48-C.M.P.A.

Sept. 5, 1918.

Mr. H. S. Gaines, Vice-President Cement Manufacturers Protective Association, 19 West 44th St., New York City.

DEAR SIR: Your letter of the 4th to Mr. Swett has been referred to me for attention and in this connection would advise that we will prepare ourselves to entertain representatives of the Atlas and Alpha Companies in our offices, Monday, September 9, for the purpose of checking New York, Pennsylvania, New Jersey and various other rate books. I have communicated with Mr. Apgar in line with your suggestion to Mr. Swett and he is agreeable.

Personally, I feel that this is the best way to go about this matter, as the way we have been endeavoring to iron out these discrepancies has caused us a lot of work without getting any place.

Unless we hear to the contrary we shall expect these gentlemen to be present here commencing on Monday, and I would be very glad to have you inform the Atlas representatives to come prepared to stay all week if necessary to get this matter out of the way.

Yours very truly, W. F. Clark, Traffic Manager.

[fol. 1832]

Govt. Ex. No. 685

June 1, 1915.

The Lehigh Portland Cement Co., Allentown, Penna.

Attn. Mr. W. F. Clark, T. M.

GENTLEMEN: We notice that your West Virginia traffic sheet number six shows up Charleston, W. Va. for B. & O. and N. & W. delivery as \$2.10 per net ton from the Lehigh Valley Mills, whereas it should read—Charles Town, W. Va. with a \$2.74 rate for N. & W. delivery and \$1.90 for B. & O. delivery.

Trust you will not object to our mentioning these variations as we come to them from time to time as it is simply done in line with co-operation.

Very truly, Security Cement & Lime Co. — — —,
Traffic Manager.

[fol. 1832½]

Govt. Ex. No. 686

Lehigh Portland Cement Co.
Traffic Department

In reply please refer to file B-48-W. Va.

Allentown, Pa., June 2, 1915.

Mr. P. C. Somervell, T. M. Security Cement & Lime Co., Hagerstown, Md.

DEAR SIR: I have your letter of June 1st in regard to rate to Charles Town, W. Va.

We have issued correction sheet covering this point and you will find copy of same attached.

We certainly do not object to your calling these discrepancies to our attention, but rather appreciate any co-operation which you may give us in this respect.

Yours very truly, Lehigh Portland Cement Company. W.
F. Clark, Traffic Manager.

[fol. 1833]

Govt. Ex. No. 687

March 1, 1916.

W. E. Miner:

On Friday, February 25th we received freight rate books for all of the Eastern territory, including Ohio. These books, as I understand, are to be used in making prices, whether the rates are correct or not. The books are corrected up to a recent date, but there have been a number of corrections issued since the first of the year, i. e., Notices 53 to 66 inclusive. Just how many of these correction notices have been applied cannot be developed without checking.

I am returning herewith four (4) sets of the books, together with all correction notices from January 3rd to February 28th inclusive.

The number of these rate books needed by this office, branch offices and salesmen are as follows:

New England.....	*15
New York State.....	*13
Pennsylvania	*12
New Jersey.....	*12
Maryland, Delaware and District of Columbia.....	†10
Virginia	6
West Virginia.....	9
Ohio	7

*Letter to Sec. 3/27/16, asks for additional books.

†See memo, 3/21/16, to Mr. McFarland.

[fol. 1833½] I understand from Mr. Coogan that additional sets can be secured from the Association. If you will secure the number of sets above enumerated and have them corrected to date, we will undertake to make the additional corrections — notices are issued. We would like to have these books ready for distribution by the end of this week, so that all of our quotations beginning with Monday next, can be made to conform with the rates shown in the Association books.

Yours very truly, ———

NOTE.—In answer to this memo. we received additional books from the assn. but in sending them to us they sent 8 Ohio books short. As the books are to be used in Ohio we did not (rest mutilated.)

[fol. 1834]

Govt. Ex. No. 688

The Atlas Portland Cement Co.

New York

March 16, 1916.

Kimball:

Kindly refer to your memorandum of March 1st, addressed to Mr. Miner reading as follows:

"On Friday Feb. 25th we received Freight Rate Books for all of the Eastern territory including Ohio. These books, as I understand it, are to be used in making prices whether the rates are correct or not. The books are corrected up to a recent date, but there have been a number of corrections issued since the first of the year, i. e., 53 to 66 inclusive. Just how many of these correction notices have been applied cannot be developed without checking.

I am returning herewith four sets of the books together with correction notices from Jan. 3rd to Feb. 28th, inclusive.

The number of these Rate Books needed by this office, branch offices and salesmen are as follows:

[fol. 1834½] New England.....	12
New York State.....	12
Pennsylvania	12
New Jersey.....	12
Maryland, Delaware, Dist. of Columbia.....	7
Virginia	6
West Virginia.....	9
Ohio	10

I understand from Mr. Coogan that additional sets can be secured from the Association. If you will secure the number of sets above enumerated and have them corrected to date we will undertake to make the additional corrections as correction notices are issued.

We would like to have these books ready for distribution by the end of this week so that all of our quotations beginning with Monday next can be made to conform with the rates shown in the Association books."

For your information, would advise that we have checked over the book covering Freight Rates to points in West Virginia, and find 618 errors divided as follows:

From Universal	205 errors.
" Fordwick	213 "
" Union Bridge.....	104 "
" Lehigh District.....	96 "
Total	618

(Signed) W. Young.

[fol. 1835]

GOVT. Ex. No. 689

Alpha Portland Cement Co.

Easton, Pa.

May 18, 1917.

Mr. C. W. Bacon, Secretary Cement Manufacturers Protective Association, Commercial Trust Building, Philadelphia, Pa.

DEAR SIR: We have your favor of May 17.

We are working up a table which will be in the nature of a supplement to the present freight rate schedules, increasing the rates by 15%. While, as stated in Mr. Moyer's letter, this would not be quite perfect, but at the same time there would certainly be no loss to any of the cement manufacturers and there would in no way be any hardships put on our customers. I will explain in detail at the Meeting on Monday how this supplement will be worked out.

It was my intention to use this supplement and then to start in working on the new freight rate schedules, getting them prepared and printed as soon as possible, at which time they could be distributed and replace the old freight rate schedules. It would be a [fol. 1835½] physical impossibility to get up the new rates and have them tabulated and printed in time for distribution by July 1. This is a job that will take at least two or three months.

The method as suggested above has been talked over with two or three people and I believe you will find it entirely satisfactory.

Yours very truly, F. M. Coogan, 2nd Vice President.

[fol. 1836]

Govt. Ex. No. 690

Cement Manufacturing Protective Association

Philadelphia, Penna.

Charles W. Bacon, Secretary

The Interstate Commerce Commission have authorized an advance in all freight rates, including portland cement. These advances become effective just as soon as the tariffs can be printed. Some of the tariffs have been printed and went into effect on April 1st. The others will be effective just as soon as they are printed. Pending reprinting of freight schedules, you may arrive at the freight rates now effective under this advance (including war tax on freight) by making the following changes in your freight rate schedules:

All rates up to 19¢ per barrel, incl., advance 4¢ per barrel.

"	"	from 20 to 52¢, inclusive,	"	5¢	"	"
"	"	53 " 86¢	"	6¢	"	"
"	"	87 " \$1.19	"	7¢	"	"
"	"	\$1.20 " 1.52	"	8¢	"	"
"	"	1.53 " 1.86	"	9¢	"	"
"	"	1.87 " 2.19	"	10¢	"	"
"	"	2.20 " 2.52	"	11¢	"	"

[fol. 1836½] This schedule will not be entirely correct in all cases, as where the rates are made up on a combination of locals, there would be an advance equal to approximately double the above figures. But the above figures will serve generally until such time as we are able to have new books printed and distributed.

April 5, 1918.

[fol. 1837]

Govt. Ex. No. 691

Alpha Portland Cement Company

Easton, Pa.

Aug. 23, 1920.

J. J. Collister, Traffic Mgr. Atlas Portland Cement Co., 30 Broad St., New York, N. Y.

DEAR SIR: Last week at a meeting of the Committee of the Cement Mfrs. Protective Association it was suggested that we work out a key to be put out by the Association for use until such time as we could get out the new Freight Rate Books. I understand the matter has been submitted to Mr. Cox and he has approved of the plan to do this even though it might not, in all cases, represent the exact freight rate.

I am attaching a schedule which was prepared by the Lehigh

Company which we have checked over and which has our approval. This is slightly different in some cases from the schedule put out by the Mid-West but, under present circumstances, it could be used all right. For the convenience of Mr. Hulsart, I would suggest this schedule be placed in the Association Office and be sent out with a [fol. 1837½] note somewhat in the form of the Mid-West which reads as follows:

"To Subscribers:

Advance freight rates become effective August 26, 1920; attached is a table which may be found convenient in figuring the advance freight rates recently authorized by the Interstate Commerce Commission."

If you approve, will you please pass this on to the Association?

Yours truly, F. M. Coogan, Second Vice-President. FMC/R.

Approved: J. J. Collister.

Govt. Ex. No. 692

Cement Manufacturers' Protective Association

New York

August 25th, 1920.

To Member Companies:

Enclosed herewith are copies of a table which may be found convenient in computing the advance freight rates recently authorized by the Interstate Commerce Commission to become effective August 26th, 1920.

The use of this table and its form has been approved by the Association Attorney.

Very truly yours, Cement Manufacturers Protective Association. C. Raymond Hulsart, Vice-President.

Cement Manufacturers Protective Association

19 West 44th Street, New York City

Freight Rate Correction Notice #138

Effective August 26th, 1920, an increase of 40% in freight rates will become effective.

[fol. 1838½]

Where old rate, in cents per bbl., inc. war tax, is	The new rate in cents per bbl., inc. war tax, is	Where old rate, in cents per bbl., inc. war tax, is	The new rate in cents per bbl., inc. war tax, is
12	16	70	98
14	20	72	102
16	22	74	104
18	25	76	108
20	27	78	110
22	29	80	112
23	33	82	115
25	35	84	117
27	39	86	121
29	41	88	123
31	43	90	125
33	47	92	129
35	49	94	131
37	53	96	135
39	55	98	137
41	57	100	139
43	61	102	143
45	63	104	145
47	67	106	149
49	68	108	151
51	70	110	153
53	74	112	157
55	76	114	159
57	80	115	162
59	82	117	164
61	84	119	166
63	88	121	170
65	90	123	172
67	94	125	176
68	96		

[fol. 1839]

Govt. Ex. No. 693

August 27, 1920.

Mr. Stinson,
 " O'Brien,
 " Feeks,
 " Abbott,
 " Swallow,
 " White.

GENTLEMEN: Enclosed herewith is a correction notice #138 from the Cement Manufacturers Protective Association to be used in conjunction with the freight rate books now in your possession.

Do not change the figures in the rate books for the present, as figures shown on the enclosed list will not absolutely conform to

the new rates as they will appear in Railroad Tariffs when issued. They are as close as can be figured for the time being, but inasmuch as they are not absolutely correct, there will be another correction sheet sent you later.

However, these figures are to be used when quoting for new market business.

Kindly acknowledge receipt of same and oblige,

Very truly yours, Sales Department. WMF/SP.

[fol. 1839½]

Govt. Ex. No. 694

August 27, 1920.

DEAR MR. STINSON: Referring to yours of the 26th instant on freight rates. I enclose you herewith three copies of a key furnished by the Cement Protective Association on the freight rate books.

Do not correct your books according to this sheet, as I was informed yesterday, while at Easton, that the figures shown on this sheet do not correspond to the exact freight rate, having only been made up for temporary use.

The Traffic Managers of the Lehigh Valley District are now working on the corrections, which will be issued in accordance with the tariff.

On our contract shipments the price will be increased in exact accordance with the present effective railroad rate. On business shipped at the prevailing market prices, we will use the figures shown on the Association's sheet, so as to still bear in mind the Lehigh Valley competition. In other words, our prices will be made up based on a mill price of \$2.50 Lehigh Valley and \$2.60 Hudson plus \$1.00 for bags, plus the freight as shown on the Association's sheet, using the price that figures the lower. We will pay no attention to other basing prices.

Very truly yours, Sales Department.

[fol. 1840]

Govt. Ex. No. 695

Knickerbocker Portland Cement Company
New York City

August 26, 1920.

Mr. W. M. Floring, Sales Department, Knickerbocker Portland Cement Company Inc., New York City, N. Y.

DEAR SIR: This will acknowledge your instructions of the 24th inst., pertaining to advance in freight rates, copy of which we have forwarded to Messrs. Steer and Lovejoy.

As soon as the method of figuring this advance is definitely settled we will appreciate this information.

Very truly yours, Knickerbocker Portland Cement Company,
Inc. J. W. Stinson, Local Manager.

[fol. 1840½]

GOVT. Ex. No. 696

March 18, 1921.

E. C. Shaffer, P. O. Box 1014, Schenectady, N. Y.

DEAR SIR: We are sending you under separate cover a freight rate book giving rates to different points in New York state; also a key to be used in working out the present rates. The rates as shown in the freight rate book are the old rates in effect prior to the advance on August 26th last, at which time a 40% increase become effective. Therefore, in checking up the present rates look up the freight rate in the book and refer to the key to get the new rate. Our freight rates are all worked out on the barrel basis and include the war tax; therefore, the customer when settling invoices is allowed to deduct the freight rate and war tax from the price at which the cement is invoiced at destination.

At the present time base your prices at \$2.00 Lehigh Valley, which is our district, and when figuring prices in competition with other districts use a mill basis of \$2.10 Hudson or Alsen and \$1.80 Universal. Our charge for cloth sacks is still 25¢ each, or \$1.00 per barrel; the price in paper sacks being 75¢ per barrel less than [fol. 1841] the price in cloth, or in other words, when figuring the price in paper add 25¢ to the net price of the cement.

When quoting the cost of package and freight are to be added to the net mill prices given above in all cases, and quote only delivered prices.

The net prices given you herewith are prices which we use when quoting dealers. At the present time our differential when quoting consumers is 10¢ per barrel, although when in any locality the dealers are getting a larger differential it is our policy to co-operate with them, and when we do quote a consumer in such locality to quote retail prices on the same basis as being used by the dealers.

We are attaching herewith a copy of one of our contract forms, also one of our acknowledgments, and you will note on the back of this letter the terms and conditions under which our sales are made. We would suggest that you read these over carefully.

If there is anything that is not absolutely clear to you, kindly advise us.

Very truly yours, Bath Portland Cement Co. — — —,
Second Vice President.

[fol. 1841½]

Govt. Ex. No. 697

Alpha Portland Cement Co.

General Offices: Easton, Pa.

February 25, 1916.

Security Cement & Lime Co., Hagerstown, Md.

Attention of Mr. P. C. Somervill, T. M.

GENTLEMEN: Replying to your favor of February 24th, would advise that it is the general understanding that the Cement Companies will use the books published by us. This is the book which we are using and which we will continue to use.

For your information, I might state that the Lehigh Company and ourselves watch the changes and exchange correction notices.

With kindest personal regards, I remain,

Yours very truly, C. N. Apgar, Traffic Manager.

[fol. 1842]

Govt. Ex. No. 698

Alpha Portland Cement Company

Easton, Pa.

Dec. 20, 1920.

Cement Manufacturers Protective Assn., 19 West 44th St., New York, N. Y.

GENTLEMEN: Yours of Dec. 17th. We know that there will be some difference between 40% of the actual rate per ton reduced to barrels as against 40% of barrel rate in our Freight Rate Book, but it was decided that regardless of the fact that the per ton rate increased 40% and reduced to barrels would be different than 40% of the book rate; the book rate increased 40% was to be used in all cases until such time as new freight rate books were compiled at the actual tariff rate per ton reduced to the equivalent in cents per bbl. Therefore, the book rate should be increased in accordance with the supplement issued and such rates used for figuring purposes.

We figure that on freight rates of 75¢ per bbl., the increase of 40% would be 30¢ per bbl., which would make the rate to be used at present \$1.05 per bbl.

Yours truly, C. N. Apgar, Traffic Manager.

[fol. 1842½]

Govt. Ex. No. 699

Knickerbocker Portland Cement Company, Inc.

New York City

December 10, 1910.

Knickerbocker Portland Cement Company, Inc., New York City,
N. Y.

GENTLEMEN: Having reference to the present Universal basing price, I have been asked to quote this morning to Willimantic, Connecticut, and I note that the old Universal rate to this point is 75 cents. The Freight Correction Notice No. 138, which covers a 40 per cent increase, does not show a rate of 75 cents, therefore am I to understand that we will take the difference between the old rates of 74 and 76 cents, which are now respectively \$1.04 and \$1.08? Computing on this basis the price at Willimantic should be \$4.21 per barrel to the consumer. Kindly advise if this is correct.

I also wanted to arrive at a price to Houlton, Maine this morning and find that the Freight Correction Notice does not show the present [fol. 1843] rate of freight above \$1.25. We are, therefore, somewhat in the dark as to how to compute the freight rates to points in Northern Maine which took a higher rate of freight than \$1.25 per barrel including war tax.

Very truly yours, Knickerbocker Portland Cement Company, Inc. J. W. Stinson, Local Manager.

[fol. 1843½]

Govt. Ex. No. 700

December 13, 1920.

DEAR MR. STINSON: Referring to yours of the 10th beg to advise that the old Universal rate of 75¢ is increased under the new 40 per cent increase to \$1.06 per barrel, which includes the War Tax.

Regarding the other rates above \$1.25 per barrel, multiply the old rate by 40 per cent, then take 3 per cent of this 40 per cent for the additional War Tax, adding to the old rate the 40 per cent increase and the additional 3 per cent War Tax. This gives you the new rate as close as we can figure it at this time without the published tariffs.

As a matter of fact, I have learned since returning from Boston that there are about four kinds of prices out. This difficulty will be overcome shortly, I hope, by the issuance of new freight rate books.

Very truly yours, Sales Department.

[fol. 1844]

Govt. Ex. No. 701

Alpha Portland Cement Co.

Easton, Pa.

June 16, 1917.

Mr. C. W. Bacon, Secretary Cement M. Protective Association, Commercial Trust Building, Philadelphia, Pa.

DEAR SIR: We have your favor of the 12th inst. relative to the matter of loading cars. Inasmuch as we will not have a representative from this Company present at the meeting on the 18th, we will, of course, not have our figures at this time.

My opinion is that so far as the Cement Protective Association is concerned, it would be a duplication of effort if you were to take any steps looking toward gathering statistics on this question. The General Association have asked for these statistics and they will, no doubt, publish and send them to all the members. Therefore, I do [fol. 1844½] not think it necessary for your Association to take any action and to open up discussion on this question.

Yours very truly,

F. M. Coogan, 2nd Vice President.

[fol. 1845]

Govt. Ex. No. 702

August 25, 1917.

Mr. J. P. Beck, Secretary Portland Cement Association, Chicago, Ill.

DEAR SIR: We would thank you very much if you would let us have 12 copies of booklet on Trade Practice.

This Association is about to extend its service and your booklet on the subject of Trade Practice will be of great assistance in organizing our new department.

Thanking you, we beg to remain

Yours truly, Cement Mfrs. Protective Assn. — — —, Secretary.

[fol. 1845½]

Govt. Ex. No. 703

Portland Cement Association

Chicago

August 27, 1917.

Mr. Charles W. Bacon, Secretary Cement Manufacturers Protective Association, 932 Commercial Trust Building, Philadelphia, Pa.

DEAR SIR: Replying to yours of 8-25-17. We are forwarding to you under separate cover a dozen copies of our booklet "Trade Practices in the Cement Industry." There have been some minor changes in this booklet since it was printed. We hope to issue a new booklet after the September meeting of the Association.

If the booklets do not reach you promptly and in good condition please let us know.

Very truly yours,

J. P. Beck, General Manager.

[fol. 1846]

GOVT. EX. No. 704

The Atlas Portland Cement Company

30 Broad Street, New York

November 6, 1916.

Subject: —

DEAR MR. GOWEN: I have your letter of the 1st inst. regarding the luncheon on Monday, Nov. 13th at the Blackstone to take up matters of the Mid-West Cement Credit and Statistical Bureau, which have been the subject of correspondence between Mr. Morron and yourself. It will give me great deal of pleasure to attend the luncheon.

Yours very truly,

D. H. MacFarland.

Mr. A. Y. Gowen, 220 South State St., Chicago, Ill.

[fol. 1846½]

GOVT. EX. No. 705

Cement Manufacturers Protective Association

Philadelphia, Penna.

Charles W. Bacon, Secretary

Dec. 5, 1916.

DEAR SIR: In the near future, we will exchange all information with the Mid-West Bureau. This will include contract and credit reports as of Dec. 1st; also their daily report of contracts.

For the purpose of cutting down the work and expense of mailing as much as possible, we would like to know which companies desire the daily contract report of the Mid-West Bureau.

Will you kindly advise if you wish this information mailed to you.

Yours truly, Cement Mfrs. Protective Ass'n., by Charles W. Bacon, Secretary. CWB/W.

Endorsed: If you please, one copy Allentown Port. C. Co.

[fol. 1847]

Govt. Ex. No. 706

Philadelphia, January 22, 1916.

DEAR SIR: You are no doubt aware of the formation of the Protective Association by the eastern cement mills for the purpose of handling information as to contracts, credits, etc.

This new Association will take over the credit interchange, which has been handled by the writer personally for the past two months, on February 1st, and all future reports of unpaid accounts, notes receivable and accounts placed in attorneys' hands will be asked for by, and sent to, the Secretary of the Association at his office, #220 Commercial Trust Building, Philadelphia

The President of the Association, Mr. R. E. Griffith, of the Giant, has directed the Secretary to call a special meeting for Monday, January 31st at eleven o'clock A. M., of which meeting you will receive notice from the Secretary.

This meeting is to enable the Secretary to become acquainted with the credit men and to discuss with them matters pertaining to exchange of credit information, &c.

The writer trusts that you will be able to attend the meeting, which will be held in the Association's office at the above address. You should receive notice from the Secretary at about the same time this letter reached you.

Yours very truly, W. D. Lober.

[fol. 1847½]

Govt. Ex. No. 707

Knickerbocker Portland Cement Company, Inc.

General Offices: 30 East 42nd Street, New York City

January 27, 1919.

Mr. H. S. Gaines, Vice-President Cement Manufacturers Prot. Assn.,
19 West 44th Street, New York City.

MY DEAR MR. GAINES: In the monthly report of "Unpaid Accounts and Bills Receivable." I notice that no Government accounts are ever listed. Will you please explain the reason.

Very truly yours, A. D. Naylor, Treasurer.

[fol. 1848]

Govt. Ex. No. 708

January Twenty-eighth, Nineteen Nineteen.

Mr. A. D. Naylor, Treasurer Knickerbocker Portland Cement Co.,
30 East 42nd Street, New York.

DEAR MR. NAYLOR: Responding to your letter of January 27th, in regard to our monthly report of Unpaid Accounts and Bills Receivable—not listing any Government accounts:

We do not list these accounts because, as I understand it, there is no question of the credit of the Government, and it was not considered that because the Government owed any one concern any large sum of money, that fact would have any influence upon other companies accepting orders from the Government.

At the time this action was taken we were actively engaged in the war and patriotism may have had something to do with the question, but I think the whole thing was based upon the fact that no matter how much the Government owed the different cement companies, the fact of their account being delinquent would not have any effect upon others accepting orders.

Yours very truly, ———, Vice President.

[fol. 1848½]

Govt. Ex. No. 709

Knickerbocker Portland Cement Company, Inc.

New York City

January 31, 1919.

Mr. H. S. Gaines, Vice-President Cement Manufacturers Prot. Assn.,
19 West 44th Street, New York City.

DEAR MR. GAINES: Referring to your letter of January 28th with regard to the monthly report of Unpaid Accounts and Bills Receivable. I do not know that there should be any question about the responsibility of the Government, and that was not the point I had in mind in asking the question.

While the question of the responsibility of the Government is not to be considered, nevertheless, it would be quite interesting to me, as the credit representative of this company, to know how promptly the Government settles their account with the various cement companies, or if there is anything of ancient date outstanding.

[fol. 1849] It may be possible that I do not quite get the idea of the purpose of the Association and the different reports, and you may eventually place me in the class of "foolish questions." I, however, have some ideas as to the full advantages to be derived from Association work and I am going to impose upon you before long by asking you to take lunch with me in order that we can discuss some of these questions.

With kindest regards, I remain,

Very truly yours, A. D. Naylor, Treasurer.

[fol. 1849½]

Govt. Ex. No. 710

Knickerbocker Portland Cement Company, Inc.

New York City

January 31, 1919.

Mr. H. S. Gaines, Vice-President Cement Manufacturers Prot. Assn.,
19 West 44th Street, New York City.

DEAR MR. GAINES: Referring to your letter of January 28th with regard to the monthly summary of Past Due Accounts. This is what you get for insisting upon members analyzing these reports. I do not want you to feel that I wrote you about this proposition for the purpose of criticising but I could not make the figures as shown in your report agree with our figures, and therefore, found it necessary to write you.

I appreciate your taking the time to check this report and can assure you that I understand quite well how such matters can happen.

Very truly yours, A. D. Naylor, Treasurer.

[fol. 1850]

Govt. Ex. No. 711

Dexter Portland Cement Company

Nazareth, Pa.

3-17-19.

Cement Mfrs. Prot. Assn., 19 West 44th Street, New York, N. Y.

GENTLEMEN: This is to advise that the account of Theodore Kramer, Williamstown, Pa., which has appeared on our books for some time, in the amount of 2.97, has been charged off by us.

Very truly yours, R. W. Hilles, Manager of Sales & Credits.

[fol. 1850½]

Govt. Ex. No. 712

Cement Manufacturers Protective Association

Philadelphia, Penna.

March 30, 1916.

Mr. Loring A. Cover, President Security Cement & Lime Co., Equitable Building, Baltimore, Md.

DEAR SIR: At the meeting of the Cement Manufacturers Protective Association, held March 20th, in Philadelphia, it was decided that when a bin testing charge is made it should be designated by some form. Therefore, in the future when contract has a bin testing charge we would suggest that after the price you put the word "plus" and add the number of cents to be charged for the aforesaid test.

In other words, if a contract price is 1.75 and there is a bin test of 3¢ to be charged, put the price down \$1.75 plus 3¢ and that will be understood to be a bin test charge.

Very truly yours, Cement Mfgs. Protective Assn., by Chas. W. Bacon, Secretary.

[fol. 1851]

Govt. Ex. No. 713

April 20, 1916.

Mr. W. L. Sperry, President Cumberland Hydraulic Cement & Mfg. Company, Cumberland, Md.

DEAR MR. SPERRY: Have you any objection to telling me whether or not you are at this time adding three cents (3¢) per barrel to the price of cement to cover bin storage should the material be specified as having to be bin tested and stored, subject to the contractor's shipping instructions?

I will very much appreciate your advice.

Very truly yours, — — —, General Sales Manager.

[fol. 1851½]

Govt. Ex. No. 714

Cumberland Hydraulic Cement and Mnfg. Co.

Cumberland, Md.

April 21, 1916.

J. K. Barbour, Gen'l Sales Mgr. Security Cement & Lime Co., Hagerstown, Md.

DEAR SIR: Your favor of the 20th received and in reply would state it is our understanding now that all bin test cement requires the adding of 3¢ per barrel to cover storage, should the material be [fol. 1852] specified as having to have bin test and stored subject to the contractor's shipping instructions. We expect to adhere to the above unless we find that the other fellow is not adding it to his price and in that event, we will be very much inclined to put it up to the other fellow as why the 3¢ is not added.

Yours truly, W. L. Sperry, President.

[fol. 1852½]

Govt. Ex. No. 715

April 22nd, 1916.

Mr. W. L. Sperry, President Cumberland Hydraulic Cement & Mnfg. Co., Cumberland, Md.

DEAR SIR: Thank you very much for yours of the 21st on bin test charge. Our attitude in the matter coincides with yours.

Very truly yours, Security Cement & Lime Company. —
—, General Sales Manager.

[fol. 1853]

Govt. Ex. No. 716

July 19, 1917.

Mr. A. V. Lemasters, Auditor Knickerbocker Portland Cement Co., New York, N. Y.

Re Bag Returns

DEAR SIR: We have your favor of the 16th inst., enclosing bag report for the first six months of 1917, and also note your paragraph referring to percentage of rejected bags of other companies.

We herewith attach report of all the companies' bag returns for the first six months of 1917, from which you can see how the various companies reject damage bags.

Yours very truly, Cement Mfrs. Protective Ass'n, by —
—, Secretary.

[fol. 1853½]

Govt. Ex. No. 717

Security Cement and Lime Co.
Hagerstown, Md.

Aug. 20, 1918.

Cement Manufacturers Protective Association, 19 W. 44th St., New York City.

GENTLEMEN: I wish to call your attention to an error in your statement of Bag Returns for the first 6 months ending June 30th, 1918. In this statement you give our total number of bags returned 706,901, total bags rejected 14,162, per cent rejected .20. Obviously this percentage should be 2.00% and an error has been made in the placing of the decimal point.

[fol. 1854] I hope that you will call attention to this error as it is calculated to lead other companies to the belief that we are unduly lenient in our sorting of bags.

Very truly yours, Security Cement & Lime Company. John
J. Porter, 1st V. Pres. & Gen. Mgr.

[fol. 1854#]

Govt. Ex. No. 718

April 1st, 1915.

Mr. B. T. Scott, President, Tidewater Portland Cement Co., Baltimore, Md.

DEAR MR. SCOTT: Referring to errors made by your Sales Department in quoting cement to Messrs. J. R. Cover & Sons, Elkton, Virginia, and the Modern Concrete Construction Company, Cumberland, Md., about which I have spoken to you, I would appreciate your seeing that letters be sent to these parties correcting the errors, with copies of same sent to us. We will be glad in future to reciprocate under like circumstances. We all make mistakes, and after the mistake is made, the next best thing to do is to correct it.

Very truly yours, ———, President. LAC:MS.

[fol. 1855]

Govt. Ex. No. 719

Tidewater Portland Cement Company,
Baltimore, Maryland

April 7, 1915.

Mr. L. A. Cover, President Security Cement & Lime Co., Hagerstown, Md.

MR. COVER: Your letter April 1st, with reference to quotations to Elkton, Virginia and Cumberland, Maryland.

We have today written both of these parties, withdrawing our previous price, which we trust is to your entire satisfaction. This, however, was unnecessary, as our quotations had expired by limitation.

Yours very truly, Tidewater Portland Cement Co., by E. R. Stapleton, Assistant to President.

[fol. 1855½]

Govt. Ex. No. 720

Cement Manufacturers Protective Association
Philadelphia, Pa.

April 14th, 1916.

Mr. Chas. W. Bacon, Secretary Cement Manufacturers Protective Association, 220 Commercial Trust Bldg., Philadelphia.

DEAR SIR: Confirming conversation in my office to-day, kindly take up at the Sales Managers' Meeting on Monday the question of average price for each month on shipments made by the various Companies.

Yours truly, R. E. Griffith, President. S.

[fol. 1856]

Govt. Ex. No. 721

Giant Portland Cement Company

603-610 Pennsylvania Building, 15th and Chestnut Streets, Philadelphia, Pennsylvania

April 21st, 1916.

Mr. Chas. W. Bacon, Secretary Cement Manufacturers Protective Association, 220 Commercial Trust Bldg., Philadelphia, Pa.

DEAR SIR: Will you kindly take up with the Lehigh Portland Cement Company the question of —, Contract 268, with Samuel Larrivee, Williamsport, Pa., for West Branch National Bank 3,000 bbls. at \$1.64, and ascertain how this price of \$1.64 is arrived at?

Yours very truly, R. E. Griffith, Vice President.

[fol. 1856½]

Govt. Ex. No. 722

April 24, 1916.

Mr. B. L. Swett, Eastern Sales Manager Lehigh Portland Cement Company, Allentown, Pa.

DEAR SIR: We are asked to take up with you Contract #268 with Samuel Larrivee, Williamsport, Pa., for West Branch National Bank —3,000 barrels at \$1.64—and ascertain how this price of \$1.64 is arrived at.

Thanking you for any information, we beg to remain

Yours very truly, Cement Mfrs. Protective Assn., by —
—, Secretary. CWB/W.

[fol. 1857]

Govt. Ex. No. 723

Lehigh Portland Cement Co.

Allentown, Pa.

In reply please address and refer to 40634-C.

April 25, 1916.

Mr. C. W. Bacon, Sec. Cement Mfrs. Protective Asso., Phila, Pa.

DEAR SIR: Replying to your letter of the 24th concerning contract #228 with Samuel Larrivee for the West Branch National Bank, Williamsport, Pa., would say that the correct price on this contract is \$1.81 cloth f. o. b. Williamsport, and our records indicate this is the price reported to you. Contract was closed February 3rd, 1916.

Please advise.

Yours truly, Lehigh Portland Cement Company. B. L. Swett, Eastern Sales Manager.

[fol. 1857½]

Govt. Ex. No. 724

April 26, 1916.

Mr. B. L. Swett, Eastern Sales Manager Lehigh Portland Cement Company, Young Building, Allentown, Pa.

Re Contracts

DEAR SIR: Replying to your letter of the 25th inst., we are enclosing card received from the Lehigh Company from which we made our entry on the Monthly Report. You will see that the price is \$1.64, as stated in our letter of the 24th instant.

Will you kindly return the card to us with any corrections you desire made.

Yours very truly, Cement Mfrs. Protective Assn., by —
—, Secretary. CWB/W.

[fol. 1858]

Govt. Ex. No. 725

Lehigh Portland Cement Co.

Allentown, Pa.

April 27, 1916.

Mr. Chas. W. Bacon, Sec. Cement Mfrs. Protective Asso., Philadelphia, Pa.

DEAR SIR: Replying to your letter of the 26th, we hand you herewith corrected card on contract #268, Williamsport, Penna.

Yours truly, Lehigh Portland Cement Company. B. L. Swett, Eastern Sales Manager.

[fol. 1858½]

Govt. Ex. No. 726

Giant Portland Cement Company

Philadelphia, Pennsylvania

May 9th, 1916.

Mr. Chas. W. Bacon, Secretary Cement Manufacturers Protective Association, 220 Commercial Trust Bldg., Philadelphia.

DEAR SIR: Not long ago, we addressed an inquiry to you, asking how Lehigh arrived at the price reported on the contract they closed with Samuel Larrivee for a bank building at Williamsport, Pa. Have you yet had any advice from Lehigh on this?

Yours very truly, J. L. States, for R. E. Griffith, Vice-President.

[fol. 1859]

Govt. Ex. No. 727

May 10, 1916.

Mr. R. E. Griffith, Vice-President Giant Portland Cement Company,
Penna. Bldg., Philadelphia, Pa.

DEAR SIR: We have your favor of the 9th inst., asking us if we have received a reply from Lehigh as to how they arrived at the price reported on contract they closed with Samuel Larrivee, Williamsport, Pa.

In reply would say, we wrote Lehigh on April 24th and on the 27th we received their reply stating that they had reported to us a price of \$1.81. We returned to them their card showing the price reported to us, which was not \$1.81 but \$1.64. We have just received another reply, in which they enclose a new card covering this contract, with the corrected price, which is \$1.81.

Yours very truly, Cement Mfrs. Protective Ass'n, by — — —,
Secretary. CWB/W.

[fol. 1859½]

Govt. Ex. No. 728

Lehigh Portland Cement Co.

Allentown, Pa.

May 24, 1916.

Mr. E. P. Alker, Secy. Pennsylvania Cement Company, 42d Street
Building, New York, N. Y.

DEAR SIR: Mr. S. G. Taylor, now with your company, formerly with the Lehigh Company, has been making intimations to the Trade in New York State that we have been cutting prices in some sections of the country, mentioning towns in New York State where there has been a recent reduction in freight rates.

You know, and Taylor should know, that the policy of the Lehigh Company is not to cut the price, and it is not fair to make a statement of this kind when there is no truth to it. The fact of the matter is I would not allow any Lehigh salesman to slander a competitor in any way, even if the competitor's trade ethics were not clean.

Taylor received fair treatment from this company when he was [fol. 1860] in our employ, and you will remember I gave him a very good send off when you asked me regarding his ability, etc. Taylor is energetic but I am inclined to believe he is a bit over-zealous.

The deal that he made in Syracuse does not sit right with the rest of us, and I believe, Ted, after further investigation you will agree with us that further sales to the party in question should be made on the consumer's basis.

Yours truly, B. L. Swett, Eastern Sales Manager.

[fol. 1860½]

GOVT. EX. NO. 729

May 26, 1916.

Mr. Bert L. Swett, Eastern Sales Mgr. Lehigh Portland Cement Company, Allentown, Pa.

DEAR SIR: I have your favor of May 24th, and note that you have had reports on Mr. S. G. Taylor. I do not believe that Taylor has circulated reports that the Lehigh Company has been cutting prices.

I will however, take the matter up with him at once. Regarding the deal in Syracuse, I do not see why, if the Wilson & Greene Lumber Company stock cement and retail it to the trade, they should not be entitled to the dealer's price. They have already stocked Pennsylvania, are advertising it in street-cars, and newspapers at their own expense, which I do not think they would do if they were not after the retail trade.

Furthermore, they are negotiating with the D. L. & W. R. R. for additional property on which to erect warehouses. When these are completed they intend stocking a full line of building materials in connection with their lumber trade. Under these circumstances, I would very much like to have someone point out to me a reason why they should not be entitled to the dealer's price.

Yours truly, Pennsylvania Cement Company. — — —,
Sales Mgr. EPA:Y.

[fol. 1861]

GOVT. EX. NO. 730

Nazareth Cement Company

Nazareth, Pa.

July 12, 1916.

Charles W. Bacon, Sec'y Cement Mfgs. Protective Asso., Philadelphia, Pa.

DEAR SIR: We have learned that the Lawrence Cement Company are shipping cement to Edward Atkins, Wayne Jet., Penn'a., on Crease Mill Operation, William Steel & Son, Gen'l. Contractors, Edward Adkins, Sub. Contractor, at less than market price. Can you advise us the amount of the contract and the price covering this operation.

Thanking you for your kind attention, we remain,

Very truly yours, Nazareth Cement Company, by S. J. Fehnel.

[fol. 1861½]

GOVT. EX. NO. 731

July 19, 1916.

Mr. S. J. Fehnel, Nazareth Cement Company, Nazareth, Penna.

DEAR SIR: In answer to your favor of the 12th inst., with regard to the Lawrence Cement Co's., contract with Edward Atkins, Wayne

Junction, Pa., for the Crease Mill operation, beg to advise that we have received communication from Lawrence stating that this job should be included in their Contract #121—Edward Atkins, Phila.,—in other words, the contract should read:

Contract # 121.

Edward Atkins, Philadelphia, Pa.

Armory, 32d St. & Lancaster Ave.

Felin Bldg., Germantown & Hunting Park Ave.

City Club, Broad & Spruce Sts.

Crease Mill Operation.

Factory Bldgs., 19th & Glenwood Ave.

Barn House, Westermoreland Park and Girard College.

Total Quantity, 10,000 bbls.; balance due, 4,919 bbls.

Price 1.54. Expn. Completion of job.

[fol. 1862] This is all the information we have. As you see, the total quantity is to cover five different jobs. We are unable to tell the amount of cement apportioned to each job.

Yours very truly, Cement Mfrs. Protective Assn., by —
—, Secretary. CWB/W.

[fol. 1862½]

GOVT. EX. No. 732

Vulcanite Portland Cement Co.

Philadelphia, May 7th, 1917.

Mr. D. H. McFarland, Assistant to President Atlas Portland Cement Co., #30 Broad Street, New York, N. Y.

DEAR MAC: It has been reported to us by an engineer in charge of the work that the American Metal Works, who we understand are taking bids on a new factory building at Stenton Avenue & Rockland Street, Germantown, Philadelphia, have an option on all of the "Atlas" Portland Cement required for the above work at \$2.09 per barrel in cotton f. o. b. Philadelphia, the contractors having been advised by this engineer that they can use this price in figuring, and that the option can be assigned over to the successful bidder.

[fol. 1863] I am rather at a loss to understand this as this is based on the old \$1.35 mill basis to dealers which expired some time ago, and there does not appear to be any contract of this kind filed by your company as of April 1st, and I have not been able to locate it since. Possibly I have missed a filing which occurred during the early part of April, and you have a contract with these people as an industrial for their requirements.

Your advice in regard to this matter would be appreciated, and we would naturally drop the matter entirely had you closed an industrial contract on this job.

Yours very truly, W. D. Lober, Vice President.

[fol. 1863½]

Govt. Ex. No. 733

Memorandum

D. H. McF.:

Bids are now being asked for and are due May 11th, by the American Metal Works through Kern Dodge, engineer, Morris Building, Philadelphia, for construction of main factory building.

In this connection, attached find copy of letter which Engineer Kern Dodge is sending out to the various bidders.

We are unable to find any record pertaining to this matter, but please note the transaction on sheet 278, contract 329.

J. F. T.

[fol. 1864]

Govt. Ex. No. 734

Kern Dodge, Engineer, Morris Building

May 3, 1917.

GENTLEMEN: Please Note: Owners have option on all the Atlas Cement required in the construction of the above-named building at \$2.09 per barrel in cloth bags. This price can be used in figuring and the option can be assigned to the successful bidder.

P. & R. R.R. siding on the ground alongside proposed building can be used for delivery of material. It is suggested that bidders examine the site of the proposed building at Stenton Avenue and Brookland St., Germantown.

Engineer will be pleased at any time to answer any questions relative to this work. Telephone numbers, Spruce 3161 and 3162.

Yours very truly, Kern Dodge.

[fol. 1864½]

Govt. Ex. No. 735

May 10, 1917.

Mr. J. F. Twamley, Vice-President Bath Portland Cement Co., New York, N. Y.

DEAR SIR: Your memorandum to Mr. D. H. MacFarland, with copy of letter from Kern Dodge, engineer, in regard to factory building for the American Metal Works, Philadelphia, has been forwarded to us by the Atlas Co., asking that the matter be handled through the Association.

In reference to this matter would say that on April 4th the Atlas Co., filed with this office their contract P-10329 with the American Metal Works for factory, Loudon and Stenton Ave., Phila.—American Metal Works owners and builders. This appeared on daily sheet #278. On April 19th the Atlas Co., transferred this sale from the American Metal Works to W. C. Shipley of St. Martin's Coal Co. This transfer appeared on sheet #307.

Referring to the last paragraph of your memorandum in regard to transaction on sheet #278, contract #329. This contract—[fol. 1865] #329—was with the Pennsylvania Co., for the same work, but was canceled on May 8th.

Hoping the above will answer your request satisfactorily, we remain

Yours truly, Cement Mfrs. Protective Assn., by — — —,
Secretary. CWB/W.

[fol. 1865½]

Govt. Ex. No. 736

May 10, 1917.

Mr. D. H. MacFarland, Asst. to President Atlas Portland Cement Co., New York, N. Y.

DEAR SIR: We have your favor of May 9th, enclosing communications from Mr. Lober, Vice-President of the Vulcanite Portland Cement Co., and Mr. Twamley, Vice-President of the Bath Portland Cement Co.

In reply would say we have notified both Mr. Lober and Mr. Twamley that you filed with us on April 4th contract P-10329 with the American Metal Works for factory building and that on April 19th sale was transferred to the St. Martin's Coal Co. We have advised them on what sheets these transactions appear.

The contract Mr. Twamley refers to on sheet #278—contract #329—with the Pennsylvania Co., has been canceled and we have advised him of this fact.

Yours truly, Cement Mfrs. Protective Assn., by — — —,
Secretary. CWB/W.

[fol. 1866]

Govt. Ex. No. 737

Lehigh Portland Cement Co.

Allentown, Pa.

November 16th, 1917.

Mr. H. S. Gaines, V.-Pres. Cement Mfgs. Protective Asso., Philadelphia, Pa.

DEAR SIR: For your information, one of the dealers whose contracts have been apparently largely fictitious or over-estimated, is the Massachusetts Lime & Cement Company, East Cambridge, Mass. This concern is constantly retailing cement at a price lower than the prevailing Boston team-load price, drawing the cement from contracts which specify operations very different from those on which the cement is being delivered.

You will find in the neighborhood of twelve or fifteen of their contracts listed under East Cambridge, Mass., and if they can be checked up the information will, no doubt, prove useful.

Yours truly, Lehigh Portland Cement Company. B. L. Swett, Eastern Sales Manager.

[fols. 1866½-1869] Govt. Ex. No. 738

Tidewater Portland Cement Company
Baltimore, Maryland

February 4, 1919.

Mr Robert Griffith, Vice-President Giant Portland Cement Company, Philadelphia, Pa.

MY DEAR BOB: Today I ran across your proposition, not given to me by word of mouth, but by facts, that your Company quoted a certain contractor the present market price on cement, and agreed that should the general market price decline during the life of the contract, you would make a corresponding reduction in his price.

Is this to be the policy of your Company? I, of course, recognize the fact that you have the right to do this or anything else; but just want to get a line on what you are doing.

With kind personal regards, I am,

Yours very truly, E. R. Stapleton, General Sales Agent.

[fol. 1870] Govt. Ex. No. 739

February 5, 1919.

Mr. E. R. Stapleton, General Sales Agent Tidewater Portland Cement Company, Baltimore, Maryland.

MY DEAR STAP: I am just down to the office for a few hours today—the first time for some little time and find your little note of the 4th inst., frankly I never was so surprised to hear a statement of this kind in my life, as that this Company quoted a price and agreed to meet any decline on the market. I can say to you first that this is absolutely not true as the writer or anyone connected with this Company would not make such a proposition or has a proposition of this kind been made since I have been in charge of the Sales—and as a sporting proposition I am willing to put up any part of one hundred dollars for there is no truth whatsoever in it, and as I expect to be in Baltimore on Monday next, can you drop me a line to the Albion Hotel and I would be very glad indeed to meet the person that made this statement and collect my hundred dollars at the same time—. Frankly we have never

considered for one moment such a proposition, as it would not be a contract if worded that way. I am coming down to Baltimore to [fol. 1870½] go to the Hospital again, but would like very much indeed to straighten this out before I go therefore, if I can meet you at your office with the party who makes this statement, I will be very glad indeed to do so, before going, if you will drop me a line before I leave Philadelphia, and I will at that time close this matter out.

Yours very truly, — — —, Vice-President. REG:D.

[fol. 1871]

Govt. Ex. No. 740

Dexter Portland Cement Company
Nazareth, Pa.

5-20-19.

Mr. R. E. Griffith, Vice-President Giant Portland Cement Co.,
Phila., Pa.

DEAR BOB: Referring to your question about Dexter quotation at \$2.80 f. o. b. South Fork for Croyle Township road job, would advise sale was made at this figure by the Conemaugh Lumber Co. I happen to know that the error was not intentional. Our salesman wrote the correct price of \$2.84 on a card. The dealer mislaid the card but did not think anything of it, as it never occurred to him that the price at South Fork could be higher than the Johnstown price, so he quoted the Johnstown price.

We have the contract, but if we had bid the correct price it would have gone to the Penn-Allen dealer, who bid \$2.81. Needless to state our contract with the Conemaugh Lumber Co., is at \$2.76 per bbl., f. o. b. South Fork.

Very truly yours, Raymond. RWH/M.

[fol. 1871½]

Govt. Ex. No. 741

June 11th, 1919.

Mr. F. M. Coogan, Alpha Portland Cement Co., Easton, Penna.

MY DEAR MERT: I understand that you are making a price of \$2.47 in paper and \$2.84 in cloth on Alpha at Buckhannon, W. Va. Kindly let me know how you make up these figures.

With kind regards, I remain,

Yours very truly, — — —, Vice-President. REG/F.

[fol. 1872]

Govt. Ex. No. 742

Vulcanite Portland Cement Co.

Philadelphia

January 19, 1921.

Mr. G. S. Brown, Alpha Portland Cement Company, Easton, Pa.

MR. DEAR MR. BROWN: I received your letter of January 17 answering mine of the 11th, and desire to thank you for your full and frank reply to my inquiry.

I have read your letter with much interest and find that our views in regard to the business for the year are very similar.

Recently we have noted an increase in inquiries for quotations and it looks as if prospective buyers were beginning to realize that it would be wise to get any work they may have in sight provided for.

What I think is required is stability of prices rather than lower prices. What I most fear is a congestion of business in the last [fol. 1872½] six or eight months of the year, which will place our industry in a somewhat similar position to that experienced in 1920, especially in respect to deliveries.

With best wishes, I am,

Yours sincerely, Jno. B. Lober, President.

[fol. 1873]

Govt. Ex. No. 743

Lehigh Portland Cement Co., Traffic Department

Allentown, Pa.

In replying please refer to file N-Rate Books, General.

April 20, 1915.

Security Cement & Lime Co., Hagerstown, Md.

GENTLEMEN: I have your letter of the 19th inst., acknowledging receipt of Delaware Correction Sheet No. 1, and Maryland Correction Sheet No. 3, and note that you state that you have not received Delaware and Virginia Price Books.

I am sending you by mail under separate cover, today, Delaware Price Book, and as soon as Virginia is issued, will be pleased to send you a copy.

Yours very truly, Lehigh Portland Cement Co. F. E. Paulson, General Traffic Manager.

Apr. 21, 1915. Security C. & L. Co. Attention of — — —.
File —.

[fol. 1873½]

Govt. Ex. No. 744

May 21st, 1915.

Mr. F. M. Coogan, Secretary Alpha Portland Cement Co., Easton,
Penna.

MY DEAR MR. COOGAN: Mr. Rayner has forwarded your letter of the 17th referring to rate books which you are getting out in different territories. While I, of course, have not seen this particular book, I am willing to say right now that I would like to have one and would sincerely appreciate your sending me such book, or books, as would cover the States of Maryland, Delaware, Virginia, West Virginia, Pennsylvania and New York, and the District of Columbia.

Such expense as is entailed will be cheerfully borne if you will let me know the amount.

With appreciation for your kindness in forwarding one of these books to Mr. Raynor, and, also, your willingness to let us have additional copies, I am,

Very truly yours, — — —, General Sales Manager. JKB:
MS.

[fol. 1874]

Govt. Ex. No. 745

June 16, 1915.

Mr. F. M. Coogan, c/o Alpha Portland Cement Co., Easton, Penna.

Personal

MY DEAR MR. COOGAN: Would it be possible for us to secure two additional copies of your freight rate books covering State of Pennsylvania, and would it be agreeable to you to furnish us these books for the use of the two representatives of our concern, who sell in this particular State? Believe it would be helpful to put these two men in possession of this information as an additional safeguard against error.

Will be glad to have your thought on this, and if you feel disposed to furnish us with the extra copies, your bill for same will be cheerfully paid.

Very truly yours, — — —, General Sales Manager. JKB:
MS.

[fol. 1874 $\frac{1}{2}$]

Govt. Ex. No. 746

Lehigh Portland Cement Co.
Young Building, Allentown, Pa.

July 1st, 1918.

Mr. H. S. Gaines, V.-Pres. Cement Mfgs. Protective Asso., 19 W.
44th St., New York, N. Y.

DEAR SIR: Have you an extra West Virginia price book?
If so, I will greatly appreciate if you can let me have it.

Yours truly, B. L. Swett, Eastern Sales Manager.

[fol. 1875]

Govt. Ex. No. 747

July 2, 1918.

Mr. B. L. Swett, Eastern Sales Manager Lehigh Portland Cement
Company, Young Building, Allentown, Pa.

DEAR SIR: Responding to your letter of July 1st, File 65414-C,
we are sending you under separate cover a copy of West Virginia
Rate Book, which I take it is what you want.

In your letter you request a price book, which is no doubt a typo-
graphical error, inasmuch as you are aware of the fact that this As-
sociation does not issue any books in any way connected with price
matters.

Yours very truly, ———, Vice-President. HSG-G.

[fol. 1875 $\frac{1}{2}$]

Govt. Ex. No. 748

July 12, 1915.

DEAR MR. GOWEN: On my return this morning I find your tele-
gram of the 9th, and have just wired you that if convenient to you
I should prefer Thursday, July 22nd, to see the gentlemen whom
you mention, as I expected to spend the week end with my family
in New Hampshire.

I would like very much to have all of you lunch with me at one
o'clock, if you will, on the day that you are here.

I have no doubt at all that the topic which you want to discuss
is one that we have a perfect right to discuss, and I know you feel
as I do, that if five or six important cement companies get together
for a meeting, that it is very often misconstrued. I know this to be
so because of the fact that when the United States was looking into
the cement situation as applied to previous years, that one of the
questions asked me over and over again was, had I been in con-
ference with my competitors. I told them I had if there had been
any conference, and then always told them exactly what was dis-

cussed, so that we must be sure with such a meeting as you suggest, that we only discuss the things that can be reported. Please pardon my making this suggestion, as I feel that it already echoes your [fol. 1876] own ideas, but there are so many people eager to misrepresent conditions that I wanted to go on record as to just how we felt.

I hope you will be able to accept my luncheon invitation, which will be a pleasure for me, and if so will you also extend the invitation to the other gentlemen.

Yours very truly, John R. Morron.

Mr. A. Y. Gowen, Lehigh Portland Cement Co., 220 So. State St., Chicago, Ill.

[fol. 1876½]

Govt. Ex. No. 749

Alpha Portland Cement Co.

Easton, Pa.

October 30, 1915.

Mr. W. N. Beach, Pennsylvania Cement Company, 42d St. Building, New York, N. Y.

Personal

DEAR SIR: As you are aware, the undersigned, in connection with Mr. W. S. Mallory, has been appointed to gather, tabulate and disseminate certain statistical information with regard to the production, shipments and stocks of cement and clinker, and also information regarding contract obligations extending beyond January 1, 1916.

We are anxious to have just as early as possible a statement of your contract obligations extending beyond January 1st. In order to enable us to have this information properly tabulated, we would appreciate it very much if you would kindly make up a list of your contracts, giving the information with regard to same as shown on the attached form. These contracts will then be tabulated and lists of same distributed sometime during the early part of November. [fol. 1877] I trust you will let us have this information promptly so that we will be in a position to have this work completely finished up by November 6th.

Please note we would like the information with regard to contracts whether such contracts are made direct with the contractors, consumers, or dealers. It will not be necessary at this time to furnish us with any information with regard to contracts which expire on or before December 31, 1915.

Trusting that you will be able to let us have this information promptly, we beg to remain,

Yours very truly, F. M. Coogan.

P. S.—Please see that reports are mailed from your office not later than November 3d.

1000

[fol. 1877½]

Govt. Ex. No. 750

W. N. B.:

There is to be a little gathering at the Hotel Raleigh, Washington, D. C., Wednesday, Nov. 3d, at 10:00 o'clock A. M. I think if you could find it convenient that it might be well to run down. Your presence might be of considerable assistance.

Coogan.

Will phone you Monday.

[fol. 1878]

Govt. Ex. No. 751

Nov. 1, 1915.

Mr. F. M. Coogan, C/o Hotel Raleigh, Washington, D. C.

MY DEAR COOGAN: I have just received your notice as to a meeting in Washington on Wednesday. It is impossible for me to be present as I am tied up as a witness in a law suit. I regret exceedingly my inability to be there.

You can count on my doing anything I possibly can toward straightening out the Washington situation.

Yours very truly, ———. WNB/D.

[fol. 1878½]

Govt. Ex. No. 752

Dec. 6/16.

Ten Cent Differential

Effective on this date, all quotations for Lehigh Cement to consumers will be made at ten cents per barrel higher than to dealers.

This in recognition of the small compensation for the service rendered, which is represented by a differential of five cents per barrel between the prices to dealers and consumers.

Lehigh Portland Cement Company.

Allentown, Penna., December 6, 1916.

[fol. 1879]

Govt. Ex. No. 753

Alpha Portland Cement Co.

Easton, Pa.

Announcement to Dealers of 10c. Differential

Effective this date, the Alpha Portland Cement Company has adopted a differential in favor of the dealer of not less than ten cents

(10c.) per barrel when quoting direct to contractors or consumers for shipment in carload lots.

Since February 23, 1915, we have been using a differential of 5¢. per barrel. We have realized for some time that the 5¢. differential did not represent a fair return to the dealer on capital invested and expense involved in carrying on his business in Portland Cement.

We have not, up to this time, changed this differential for the very good reason that we have found a great many dealers in different parts of the East who have not taken full advantage of even this 5¢. differential.

Recently there has been a campaign of education carried on by the different Dealers' Associations and dealers generally throughout the country relative to the actual cost of doing business. There has also been a very instructive booklet issued by the Federal Trade Commission on this same subject.

[fol. 1879½] In view of these developments, we believe that the dealers will appreciate this change in the method of marketing Portland Cement, and we hope that they will take full advantage of it so that they will be able to carry on the Portland Cement end of their building material business at a profit.

Yours very truly, Alpha Portland Cement Co. G. S. Brown,
President.

Easton, Pa., December 7, 1916.

[fol. 1880]

Govt. Ex. No. 754

The Atlas Portland Cement Company

New York

Dec. 7, 1916.

Messrs. J. P. Hall, Inc., Jersey City, N. J.

GENTLEMEN: Beginning at once any quotations that we may make to consumers in carload lots will be at a price not less than 10¢ per barrel higher than the price on Atlas Portland Cement to dealers for the same delivery.

Yours very truly, The Atlas Portland Cement Company.

[fol. 1880½]

GOVT. EX. No. 755

Edison Portland Cement Company

Office of the President: St. James Building, Broadway and 26th
Street, New York City

February Sixth, 1917.

Mr. Charles W. Bacon, Secretary Cement Protective Association,
Philadelphia, Pa.

DEAR SIR: I am glad to know that you have decided to send out the percentage sheet, showing the percentage relation of the contracts booked by the various member companies as compared with the total shipments to the first of each month, as, in my judgment, this information is very necessary so that each company may understand just how it stands as compared with the other companies.

I am also glad to be relieved of this work, and I think it is an added advantage that you will be able to get the information to the member companies earlier than I have been, due to my absence from the office at times.

[fol. 1881] I am enclosing herewith a copy of the sheet which I issued last year, and which you will note covers all the months; also a copy of the sheet which I issued as of January 1st.

In my judgment, these figures are much more interesting and instructive if the member companies can see the figures each month as compared with those of the previous months of the same year, and I think it would be well, therefore, if you would take this matter up with the proper parties and secure their judgment as to whether or not it would be wise to follow the form which I have been using.

While it makes no difference to us, as we always know just where we stand so far as the Edison figures are concerned, I think it would be much better in figuring our percentage if you were to use our 1914 shipments instead of 1916, as during 1916 we only operated part of the year, and, consequently, the percentage figured on this basis would be misleading to all the other companies.

If you do not have our 1914 shipments by months, I will be glad to send them to you.

Yours very truly, W. S. Mallory, President.

[fol. 1881½]

GOVT. EX. No. 756

Feb. 7, 1917.

Mr. W. S. Mallory, President Edison Portland Cement Co., New
York, N. Y.

DEAR SIR: I have your favor of February 5th, attaching sheets showing percentage, relative to contracts booked, with the actual shipments for the previous twelve months.

In regard to the Association sending out these percentage sheets, would say that it was not passed on as a regular monthly report, and the reason it was compiled the first of January was that I received a special request from one of the companies for such a report, and as I had to make it up for one, thought it would be well to have a sufficient number of copies made that each member company could have the figures. However, I will read your letter at our meeting on February 19th and also submit copies of your reports for 1915 and 1916, and I believe the Association, as a whole, will think well of it and make it a permanent report to be issued monthly.

I think that your suggestion to make a comparative statement of Edison's figures on their 1914 shipments instead of 1916 is a very good idea, and, inasmuch as I do not have a record of your 1914 shipments by months, I think it would be well for you to mail them to me.

Will advise you of what further action is taken.

Yours very truly, ———, Secretary. CWB/W.

[fol. 1882]

Govt. Ex. No. 757

Bath Portland Cement Co.

Newark, N. J.

Aug. 6, 1917.

Cement Mfrs. Prot. Assocn., 916 Widener Bldg., Philadelphia, Pa.

GENTLEMEN: Kindly note the following changes in price in the following contracts as reported to you; the change is due to the fact that the increase in freight rates, which was expected and was allowed for in these contracts, did not take place.

N-239.	Thos. Henry, Weehawken, N. J.,	\$2.06	instead of	\$2.08.
N-240.	John Guire, Deal, N. J.,	2.25	" "	2.30.
N-241.	" " Long Branch, N. J.,	2.25	" "	2.30.
N-244.	C. T. Kavanagh, Bayonne, N. J.,	2.06	" "	2.08.

Yours very truly, Bath Portland Cement Co. W. D. Clark.

[fol. 1882½]

Govt. Ex. No. 758

Phoenix Portland Cement Co.

Philadelphia

October 5th, 1918.

Cement Mfrs. Protective Assoc., New York, N. Y.

GENTLEMEN: I would appreciate it if you would kindly send me a report in detail on Bath Portland Cement Company's contract NY

239, covering cement requirements of Porter School, Syracuse, N. Y.,
Schaefer Construction Company, Contractors.

Thanking you in advance, I am,

Very truly yours, Charles H. Cox, General Sales Manager.
Audited 10/7/18.

[fol. 1883]

Govt. Ex. No. 759

Glens Falls Portland Cement Co.

Glens Falls, N. Y.

July 16, 1919.

Cement Mfgs. Protective Association, 19 West 44th St., New York
City.

GENTLEMEN: Enclosed herewith find report of total shipments from
July 1st to July 15th, 1918, and July 1st to July 15th, 1919.

Yours truly, Glens Falls Portland Cement Co. Geo. F. Bayle,
Jr., 2nd Vice-President.

[fol. 1883½]

Govt. Ex. No. 760

Glens Falls Portland Cement Co.

Glens Falls, N. Y.

Oct. 14, 1919.

Cement Mfgs. Protective Association, 19 West 44th St., New York.

GENTLEMEN: We are enclosing herewith report of our bag returns
for the first nine months of 1919.

Your truly, Glens Falls Portland Cement Co. Geo. F. Bayle,
Jr., 2nd Vice-President.

[fol. 1884]

Govt. Ex. No. 761

Dexter Portland Cement Co.

Nazareth, Pa.

9-8-19.

Miss M. B. Phalen, Secretary Cement Manufacturers Protective Ass.,
19 West 44th Street, New York, N. Y.

MY DEAR MISS PHALEN: I acknowledge receipt of yours of the 6th
instant. The figures given you on our August report were absolutely
correct and should have been reported exactly as we gave them with-
out any alterations in order to give the other Companies the informa-
tion that they are entitled to. I found that the report was not in the

shape it should have been when sending it in at the end of July and, therefore, went over the August figures and saw that they were absolutely right before mailing them to you. You have given the figures of shipments for the first eight months of 1918 and 1919 and for August of 1918 and 1919 correctly but the notations are not correct. The notation that should have been given with the shipments for the first eight months of 1918, instead of being 105,493 barrels, should [fol. 1884½] have been the amount we showed, namely, 68,646 barrels. The figures for August 1918 given after the three stars should have been 9,190 instead of 28,997 bbls. The way I sent you the report shows exactly what was shipped from our mill. Those are the figures which appear in the body of the report. The notations that I gave you would show the other member Companies exactly what proportion of the actual shipments was Dexter Business and what had been shipped for other Companies; that is, for August 1918 you show 76,000 bbls. shipped from our mill and, according to the notation, the other Companies will deduct 29,000 from 76,000, which would indicate the actual Dexter shipments for August 1918 of only 47,000 bbls. which is incorrect.

The actual Dexter business for August 1918 was 63,563 barrels. As you know, we have shipped for some Companies and other Companies have shipped for us. If we should attempt to put down the various details of these shipments, the other member Companies would never know what our actual shipments were. If you will put them as I send them to you, the other member Companies will know exactly the shipments from our mill and the exact amount of business that is Dexter business.

In order to give that information, however, you will have to disregard the prior reports as on looking them over, I find that they were not made out so that this could be accurately shown.

Very truly yours, Joseph Brobston, Vice-Pres.

[fol. 1885]

GOVT. EX. NO. 762

New York, December 30, 1919.

DEAR BERT: Judging by Contract No. 6178-Lehigh through Bell & Killeullen, we are getting down to the retail business. I don't believe you read the list of jobs and noted how many of them were for less than a carload. If my memory serves me correctly, one of our legitimate trade practices is limiting contracts to a minimum of one carload of cement.

I happened to see an Atlas and a Dragon contract on the same basis and am much interested to know your ideas on this subject.

Sincerely yours, Raymond W. Hilles.

Mr. B. L. Swett, c/o Lehigh Portland Cement Co., Allentown, Pa.

1006

[fol. 1885½]

Govt. Ex. No. 763

29th May, 1920.

Mr. Morris Kind, President Hercules Portland Cement Corp., Finance Building, Philadelphia, Pa.

DEAR MR. KIND: Confirming my brief but pleasant chat with you at the Biltmore on Thursday morning last, I will indeed appreciate prompt advice from you as to the exact details of the Washington situation.

I had the pleasure of also saying a word on this subject to Mr. Goode later on Thursday and he too advises that specific data will promptly be sent me.

Aside from my personal desire to cooperate with you, it is a matter of dollars and cents saving to us; consequently, the sooner I receive this data from you the quicker I can adjust it for our individual benefit.

Cordially yours, — — —, General Sales Manager.
HBW/MSH.

[fol. 1886]

Govt. Ex. No. 764

Hercules Cement Corporation
Philadelphia

June 5, 1920.

Security Cement & Lime Co., Hagerstown, Md.

Attn. Mr. H. B. Warner, Gen. Sales Mgr.

DEAR SIR: I have delayed replying to your favor of the 29th waiting for specific information which has just been received.

I am advised that Carson & Gruman of Washington obtained and the District of Columbia bought from S. M. Frazier 805 barrels of Security Cement at \$3.20 per barrel net. I regret when the information was sent me they did not give me the date of this purchase, and I am writing to secure this additional data, and as soon as I receive this information I will forward it to you.

Yours very truly, Morris Kind, President.

[fol. 1886½]

Govt. Ex. No. 765

7th June, 1920.

Mr. Morris Kind, President Hercules Cement Corporation, Philadelphia, Pa.

DEAR MR. KIND: The information contained in yours of June 5th will permit me to start investigations and the specific data which you promise to forward later will also be helpful.

Permit me to assure you that your advice in matters of this kind is desired and is viewed by us as most co-operative.

Believe me to be,

Cordially, — — —, General Sales Manager. HBW/MSH.

[fol. 1887]

Govt. Ex. No. 766

Hercules Cement Corporation

Philadelphia

June 16, 1920.

Mr. H. B. Warner, General Sales Manager Security Cement & Lime Co., Hagerstown, Md.

MY DEAR MR. WARNER: In reply to your letter of the 7th and with further reference to mine of the 5th, I am now able to give you the car numbers and shipping date of the cement referred to in my previous letter. They are as follows:

C. M. & St. P., 204432, shipped 5/19/20.

S. F. & W., 20550, " 5/19/20.

Yours very truly, Morris Kind, President.

[fol. 1887½]

Govt. Ex. No. 767

17th June, 1920.

Mr. Morris Kind, President Hercules Cement Corporation, Finance Building, Philadelphia, Pa.

DEAR SIR: Yours of the 16th is received in the absence of Mr. Warner.

The letter will be placed before him for his attention, upon his return.

Very truly, — — —, for H. B. Warner, General Sales Manager. MSH.

[fol. 1888]

Govt. Ex. No. 768

23rd June, 1920.

Mr. Morris Kind, President Hercules Cement Corporation, Finance Building, Philadelphia, Pa.

DEAR MR. KIND: Thank you sincerely for the specific data covered in your letter of June 16th.

As stated to you in our personal chat your advice in this transaction is viewed absolutely as constructive criticism in that it enables me to protect ourselves during these strenuous times.

With kind wishes, believe me to be,

Very truly, — — —, General Sales Manager. HBW/MSH.

[fol. 1888½]

Govt. Ex. No. 769

Archibald Cox, Counselor at Law, 233 Broadway

New York, Oct. 27, 1917.

Mr. W. D. Lober, President, &c.

DEAR MR. LOBER: Largely upon the suggestion of Mr. Holman, I am sending you herewith enclosed a letter relating to the misuse of the statistical figures collected and furnished by the Association. It seems obviously desirable to try to stop this. We have thought that you could perhaps address a letter to the proper person in each company stating, in substance, that you enclose a copy of a letter from counsel for the Association which explains itself and send your letter with a copy of my enclosed letter which I am enclosing herewith.

Perhaps you can think of some better way of dealing with the matter, with which you are, I think, familiar. This, of course, represents simply the best suggestion that has occurred to us.

Yours very truly, Archibald Cox

[fol. 1889]

Govt. Ex. No. 770

Cement Manufacturers Protective Association

Philadelphia, Penna.

October 31, 1917.

Charles W. Bacon, Secretary.

DEAR SIR: I am enclosing for your information a copy of a letter which I have just received from Mr. Cox, counsel of the Association. This letter is self explanatory, and I ask that you read it carefully and be guided by Mr. Cox' advice.

I particularly direct your attention to the last paragraph of Mr. Cox' letter and ask that you comply with his suggestion in regard to acknowledgment of this letter and enclosure, and advise to the effect that you will see that this confidential information is not disclosed by anyone in your organization.

Yours very truly, W. D. Lober, President.

[fol. 1889½]

Govt. Ex. No. 771

Archibald Cox, Counselor-at-law, 233 Broadway

New York, Oct. 27, 1917.

Mr. W. D. Lober, President, &c.

DEAR MR. LOBER: My attention has been directed to several instances where contractors and dealers have received the substance of

statistical figures sent out by the Association's office and used them to the disadvantage of members of the Association. Since such disclosures can be accounted for only on the ground of misunderstanding on the part of some of the members, I venture to suggest that it might be desirable for you to send a letter to each member of the Association pointing out, in substance, the following:

The statistical information furnished by each member to the Association amounts, in substance, to a courtesy extended to the other members, giving them information which enables them to conduct their businesses more intelligently. Such information is always given upon the understanding that the confidence it implies will not [fol. 1890] be abused and that the information will not be passed on to others to use to the detriment of the company giving it. It has been intimated that unless such information is treated as confidential, companies will feel constrained to decline to give it, with the result that accurate and up-to-date statistics will not be available to the manufacturers. Moreover, the disclosure of such information to dealers and contractors, and thereafter by them, inevitably results in inaccuracy and distortion, which is calculated to give an erroneous impression concerning the activities of the Association and might thus lead to serious legal difficulties.

Since the matter is in many aspects of much importance, I suggest that you might perhaps ask each person to whom you address such a letter to acknowledge it and advise you that he will see to it that, so far as his company is concerned, none of the information in such reports will be disclosed to others.

Yours very truly, Archibald Cox.

[fol. 1890½]

GOVT. EX. No. 772

Glens Falls Portland Cement Co.

Glens Falls, N. Y.

Nov. 1, 1917.

Mr. W. D. Lober, President Cement Mfgs. Protective Association,
916 Widener Bldg., Philadelphia, Pa.

DEAR SIR: This is to acknowledge the receipt of your favor of the 31st ultimo, with enclosure, and to assure you that the confidential information given us by the Association will not be disclosed by any one in our organization.

Yours truly, Glens Falls Portland Cement Co. Geo. F. Bayle,
Jr., 2nd Vice-President.

[fol. 1891]

Govt. Ex. No. 773

Pennsylvania Cement Company,
New York

November 1st, 1917.

Mr. W. D. Lober, President Cement Mfgs. Protective Assn., 916
Widener Bldg., Philadelphia, Pa.

DEAR SIR: Replying to your letter of the 31st ulto. would say that I have read very carefully, Mr. Cox's letter of the 27th ulto. The information we received from the Cement Mfgs. Protective Association is held absolutely confidential and there is no way in which it can get out from our office. You may rest assured that I will see that this information is kept strictly within the confine of our own Company.

Yours very truly, W. N. Beach, President.

[fol. 1891½]

Govt. Ex. No. 774

Penn-Allen Cement Company
Allentown, Pa.

November 1st, 1917.

Mr. Wm. D. Lober, Pres. Cement Protective Association, 916 Wide-
ner Bldg., Philadelphia, Penna.

DEAR SIR: I have your letter of October 31st and I wish to say that I will see to it that none of the information that comes from the Protective Association in reports will be disclosed to any one outside of the few in our organization.

Yours truly, W. E. Erdell, President.

[fol. 1892]

Govt. Ex. No. 775

Alpha Portland Cement Company
Easton, Pa.

November 1, 1917.

Mr. W. D. Lober, President Cement Manufacturers Protective As-
sociation, 916 Widener Building, Philadelphia, Pa.

DEAR SIR: We have your letter of October 31 enclosing copy of letter from Mr. Cox, dated October 27, relative to the statistical information furnished by the Association.

In reply beg to advise that this Company will at all times see that such statistical information and other confidential information fur-

nished by the Association is not disclosed to anyone outside of this Company.

Yours very truly, F. M. Coogan, 2nd Vice-President.

[fol. 1892½]

Govt. Ex. No. 776

Hercules Cement Corporation,
New York

November 1, 1917.

W. D. Lober, President Cement Mfrs. Protective Asso., 916 Widener Bldg., Philadelphia, Pa.

DEAR SIR: Yours of the 31st inst., with copy of letter written to you by Mr. Cox attached, received and noted.

Replying will say that I have always regarded the statistical information furnished by the Association as strictly confidential, but as an extra precaution, I have given strict instructions to each person connected with our organization, to give out no information whatsoever.

Yours truly, E. B. Goode, Jr., Sales Manager.

[fol. 1893]

Govt. Ex. No. 777

Nazareth Cement Company
Nazareth, Pa.

Nov. 1, 1917.

W. D. Lober, Pres. Cement Mfrs. Pro. Asso., 916 Widener Building, Philadelphia, Pa.

DEAR SIR: In reply to yours of October 31st with an enclosure from Mr. Archibald Cox, I wish to say that there are only two people in our organization that see the papers you mention. I am very sure that neither one of us ever have or will discuss any of this information with any of our customers or with any of the other employees.

Yours truly, Nazareth Cement Company. J. A. Horner,
General Manager.

[fol. 1893 $\frac{1}{2}$]

GOVT. EX. No. 778

Bath Portland Cement Co.,

New York City

November 1, 1917.

Mr. W. D. Lober, President Cement Mfgs. Protective Assn., Widener Building, Philadelphia, Penna.

DEAR SIR: We are in receipt of yours of the 31st ulto. with copy of letter from Mr. Cox attached.

We are fully in accord with Mr. Cox's remarks on this subject and shall take pains to see that his suggestion is complied with though as a matter of fact the policy which he suggests has been our policy ever since we became members of the Association.

Yours very truly, Bath Portland Cement Company. J. F. Twamley, Second Vice-President.

[fol. 1894]

GOVT. EX. No. 779

Knickerbocker Portland Cement Company

New York City

November 1, 1917.

Mr. W. D. Lober, President Cement Manufacturers Protective Assn., 916 Widener Bldg., Philadelphia, Pa.

DEAR SIR: We have your letter of October 31st enclosing copy of letter received by you from Archibald Cox relative to statistical information promulgated by the Association having reached others than members.

We shall certainly be very careful to be governed in accordance with Mr. Cox' communication as we always have been in the past.

Yours very truly, Knickerbocker Portland Cement Company.
by H. H. Ward, Sales Manager.

[fols. 1894 $\frac{1}{2}$ -1896]

GOVT. EX. No. 780

Edison Portland Cement Co.

New York

November First, 1917.

Mr. W. D. Lober, President Cement Manufacturers Protective Assn., Widener Building, Philadelphia, Pennsylvania.

DEAR SIR: This will acknowledge your circular letter of October 31st, attaching copy of letter addressed you by Mr. Archibald Cox,

in reference to the proper use of statistical information furnished us through the medium of the Association.

We very much appreciate the suggestion outlined and thank you for the copy of Mr. Cox' advice.

Yours very truly, H. M. Scott, Assistant to President.

[fol.1896½]

Govt. Ex. No. 781

The Lawrence Cement Company

No. 1 Broadway, New York

November 1, 1917.

Mr. W. D. Lober, President Cement Manufacturers' Protective Assn.,
913 Widener Bldg., Philadelphia, Pa.

DEAR SIR: We are in receipt of your letter of October 31st which was attached to letter from Mr. Cox relative to the statistical information of the Association being furnished to those who are not members. It has been the practice of this company at all times to [fol. 1897] use the information contained in the various reports submitted by the Association for our use only and have always considered it confidential, and all of our employees have been instructed along similar lines.

Very truly yours, Frank H. Smith, Sales Manager.

[fol. 1897½]

Govt. Ex. No. 782

Edison Portland Cement Co.

Stewartsville, N. J.

November 2, 1917.

Mr. W. D. Lober, President Cement Manfrs. Protective Assn.,
Widener Building, Philadelphia, Pa.

DEAR SIR: I am in receipt of circular letter of Oct. 31st from Mr. Bacon, to which is attached a copy of letter from Mr. Archibald Cox dated Oct. 27th, which we have carefully noted, and in reply, beg to state that we have cautioned our people relative to the proper use of the statistical information.

Yours very truly, Edison Portland Cement Co. W. S. Malloy, President.

[fol. 1898]

Govt. Ex. No. 783

Coplay Cement Manufacturing Company
Philadelphia

November 2, 1917.

Mr. W. D. Lober, Cement Manufacturers Protective Assoc., Phila.,
Pa.

DEAR SIR: I have your favor of the 31st ult. enclosing copy of letter you received from Mr. Cox.

In this connection, would say that I have endeavored to keep all information contained on the reports as confidential as possible, using such information only when necessary to check up contracts which we are in some way interested. It is very possible nevertheless that salesmen have been careless in the way they have handled information given them by the office, and I am today issuing instructions to our different offices, advising them to watch this matter most carefully.

Very truly yours, Coplay Cement Mfg. Company. W. G.
Dutton, General Sales Manager.

[fol. 1899]

Govt. Ex. No. 784

The Allentown Portland Cement Co.
Allentown, Pennsylvania

Nov. 2, 1917.

Mr. W. D. Lober, Prest. Cement Mfgs. Protective Assn., Phila., Pa.

DEAR SIR: I have your letter of the 31st ult., enclosing copy of letter from Mr. Cox.

The advice is very valuable and I am very glad to have the matter called to my attention, as it is just possible that some information may have unintentionally leaked out.

I am, therefore, pleased to advise that all statistical information furnished by the Cement Protective Assn. is to be treated as information for members only, and in no particular is any of it to be divulged to customers or anybody outside of the members of the Cement Protective Assn.

Very truly yours, The Allentown Portland Cement Co. R.
L. Cope, Manager of Sales.

[fol. 1899½]

GOVT. EX. No. 785

Giant Portland Cement Company
Philadelphia, Pennsylvania

November 2nd, 1917.

Mr. W. D. Lober, c/o Vulcanite Portland Cement Company, Land
Title Bldg., Philadelphia, Pa.

MY DEAR MR. LOBER: I appreciate very much indeed your favor of the 31st ultimo, and note with interest the letter from Mr. Cox. This is a matter that I have been intending to speak to you about for some time, as there is no question but what information is being given by some one either a member or one of their employees to outsiders, and I feel that while you have taken this matter up in individual cases and sent letters to Mr. Cox, that it should also be brought out very forcibly at the next meeting of the Association, as I have heard of cases regarding transactions of the Association from people other than members.

Yours very truly, R. E. Griffith, Vice President.

[fol. 1900]

GOVT. EX. No. 786

Dexter Portland Cement Company
New York City

November 3, 1917.

Mr. W. D. Lober, President Cement Manufacturers Protective Assn.,
Widener Building, Philadelphia, Pa.

DEAR SIR: Replying to your October 31st letter we will be guided by Mr. Cox's suggestion and advice. This letter contains the best news that we have received for a long while as the abuse of the confidence which we were placing in each other was becoming notorious.

Very truly yours, R. W. Hilles, Manager of Sales.

[fol. 1900½]

GOVT. EX. No. 787

Lehigh Portland Cement Co.
Allentown, Pa.

November 5th, 1917.

Mr. W. D. Lober, Pres. Cement Mfgs. Protective Assn., Philadel-
phia, Pa.

DEAR SIR: In reply to your letter of October 31st, enclosing copy of letter from Mr. Cox concerning statistical information furnished

by the Association, would say that none of this information has been, nor will any of it be disclosed by us to any outside person or permitted in any way to come to the knowledge of any dealer, contractor or other customer.

Yours truly, Lehigh Portland Cement Company. B. C. Swett, Eastern Sales Manager.

[fol. 1901]

Govt. Ex. No. 788

October 18, 1917.

DEAR MR. OBERMAN: I will be in New York Tuesday, October 23rd, and will appreciate it if you will meet me at the Seville Hotel at 10 o'clock in the morning.

I am sending you, under separate cover, copy of the By-Laws of the Association and copy of book on Trade Practices, as advocated in this industry, which you should study carefully. I wish to call your attention particularly to the contract forms in the back of this pamphlet which should have your careful consideration. Always consider this information as absolutely confidential to you and be sure not to discuss with any one the details of your work. We are particularly desirous that you should not show these instructions to any one but hold them entirely confidential.

Your employment will date from Monday of next week and I shall look forward with pleasure to meeting you again on Tuesday.

Yours very truly, — — —, Vice-President. HSG/W.

Mr. Irving Oberman, 427 St. John Place, Brooklyn, N. Y.

[fol. 1901½]

Govt. Ex. No. 789

November 5, 1917.

Mr. Harry I. Norton, 166 Devonshire Street, Boston, Mass.

DEAR MR. NORTON: I am sending you under separate cover a copy of the pamphlet entitled, "Trade Practices in the Cement Industry," which will give you an idea of the methods employed by most of the manufacturers who work in cement, in handling their contractual relations with their customers.

This pamphlet should have your careful attention, as a complete knowledge of its contents will be invaluable, to you.

Also we are sending you a copy of the outline of plan on which our own Association operates. All of this information being confidential, and only for your own personal information.

Instructions for guidance of Auditors in checking contracts applies particularly to the smaller towns. The principal thing for you to bear in mind being that the dealers and contractors are the customers of your employers, and that we do not consider them crooked

and unfair, but we simply desire to have first hand information of the status of all contracts.

[fol. 1902] Enclosed herewith also is a draft for fifty dollars expense money advanced. Also receipt for same, which kindly sign and return to me. Expense books will be sent to you within the next few days and these should be sent in at the end of each week, when the total amount of your traveling expenses will be reimbursed to you; keeping your fund of fifty dollars intact. Suggest that you make out route list at the end of each week, showing about where we can locate you from time to time during the week. I realize that this will be hard to do accurately, but you can figure ahead and give us the names of the hotels at which you are going to stop, that we can reach you by wire if necessary.

I will try to arrange to see you in Boston the latter part of next week, probably Friday, the 16th, and we can then discuss your problems and arrange a programme that will be effective. It is my understanding that you are going to work on Wednesday, the 7th, and I think that you have enough work on hand there with what we will give you to keep you fully occupied until I see you.

Yours very truly, — — —, Vice-President. HSG/E.

[fol. 1902½]

Govt. Ex. No. 790

Coplay Cement Manufacturing Company

Philadelphia

November 27, 1917.

Mr. W. D. Lober, President Cement Mfrs. Protective Assoc., Phila., Pa.

DEAR SIR: Some time ago I received a letter from you enclosing letter from Mr. Cox under date of October 27th, to the effect that information filed on our contract reports had been used by some manufacturers to the detriment of the company giving the information.

In this connection, would say that our company filed a contract some time ago for requirements of certain work, and it seems as though the information regarding this contract was passed along to representatives of different manufacturers with the result that within a few days after the contract was filed eight or ten different sales-[fols. 1903 & 1903½] men representing other companies called to see the purchasing agent with whom we had closed the contract, advising him that they understood he had bought Saylor's cement on this work. A retail dealer representing another brand immediately started to use as much influence as he could bring to bear to upset the contract which we have.

We realize that there may be times when all manufacturers have been to some extent careless in permitting their salesmen to handle information which they receive from contract reports in a way

detrimental to the company filing the contracts, but our company feels it to be of utmost importance that this cease at once, and we will welcome any information where our own representatives have handled information wrongly. We will insist from now on that no such misuse of information relative to our contracts, as we are referring to in this case, occurs again.

Very truly yours, Coplay Cement Mfg. Company. W. G. Dutton, General Sales Manager.

[fol. 1904]

GOVT. EX. No. 791

December 3, 1917.

Mr. W. G. Dutton, Sales Manager Coplay Cement Manufacturing Co., Widener Building, Philadelphia.

DEAR SIR: Referring to your letter of November 27th in regard to misuse of contract information; the Vulcanite Company has the same complaint to make as that mentioned in your letter.

I have communicated with Mr. Cox with reference to sending out a copy of your letter to all sales managers, and he states there is no objection to doing so, and I am, therefore, having Mr. Bacon issue it in a letter from me to the members.

I have simply quoted the body of your letter without stating who has made the complaint, which I believe you would prefer to have me do. I also expect to have the matter brought up for discussion at the next meeting of the Association.

I feel very strongly that this abuse of information furnished by member companies is wrong and must be stopped.

You will receive copy of the circular the same as everyone else, and I hope that when it reaches you it will meet with your entire approval.

Yours very truly, ———, President.

[fol. 1904½]

GOVT. EX. No. 792

Cement Manufacturers Protective Association

Philadelphia, Penna.

Charles W. Bacon, Secretary

December 3rd, 1917.

Mr. Charles W. Bacon, Secretary Cement Manufacturers Protective Assn., Widener Building, Philadelphia.

DEAR SIR: I am enclosing herewith draft of a letter which I wish to have sent out to the sales managers at once. I also want you to put a copy with the papers for the next meeting, and call my attention to it at that time so that I may bring it up for discussion.

I want to see that the attention of all members is emphatically called to this abuse of contract information, and to urge upon them the necessity for considering the information confidential, &c.

Yours very truly, W. D. Lober, President.

[fol. 1905]

GOVT. EX. No. 793

February 14, 1918.

Mr. John R. Morron, Atlas Portland Cement Company, 30 Broad Street, New York City.

DEAR SIR: On October 31st, 1917, Mr. W. D. Lober, then President of the Association, sent out a circular letter with an enclosure from our attorney, Mr. Archibald Cox, in which the attention of your Company was called to the misuse of information disseminated by the Association.

We regret that occasion has arisen again to bring this matter to your attention. Complaints are still received concerning unfair uses of the information provided by the Association. As illustrating these improper uses, we mention the fact that some salesmen have made use of knowledge of the closing of particular contracts to approach parties to such contracts and induce them to transfer the business covered by the contracts to the salesman's company. We think you will agree with us that such misuses of the information furnished by the Association is highly detrimental to the interests of the members and menaces the continuance of the co-operation that we believe vital to the well-being of the industry.

[fol. 1905½] The Committee does not propose to attempt to make any rules governing the use of information given out by the Association, but desires to convey to you its judgment that this information should be used by executives to check up their operations and not given out to employees for such uses as they may choose to make of it.

For the protection of all concerned, it seems vital that the manner in which the information furnished is handled in your organization should be carefully reviewed, and this letter is being sent to the executives of all the member companies for their information with the hope that every possible means will be taken by them to prevent the diversion of the information to purposes for which it is not intended.

By the Committee:

_____, President. _____, Chairman.

[fol. 1906] The above letter sent to the following: E. M. Young (Lehigh), G. S. Brown (Alpha), F. L. Loeb (Coplay), J. B. Lober (Vulcanite), Conn (Giant), Morris Kind (Hercules), L. C. Morton (Phœnix), Daniels (Knickerbocker), Sen. E. R. Acker-

man (Lawrence), W. S. Mallory (Edison), J. F. Twamley (Bath), W. N. Beach (Pennsylvania), J. A. Horner (Nazareth), Jos. Brobston (Dexter), R. S. Weaver (Allentown), W. E. Erdell (Penn-Allen).

[fol. 1906½]

Govt. Ex. No. 794

Sales Office Pennsylvania Cement Company

42nd St. Building, New York Feb. 19, 1918.

Mr. W. G. Dutton, Pres. Cement Mfgs. Protective Assn., 916 Widener Bldg., Philadelphia, Pa.

DEAR SIR: I am in receipt this day of your letter of the 14th inst., in reference to furnishing information on contracts closed.

If this letter is intended particularly for us, we would like to have more detail information on the subject as we are very particular as to the information that we give out to our salesmen. In fact, many of our salesmen are complaining that they do not receive the information that salesmen from other companies are accustomed [fol. 1907] to receiving from their home offices.

Trusting to receive further details from your if this letter is intended particularly for us, I am

Yours very truly, Pennsylvania Cement Company. W. N. Beach, President.

[fol. 1907½]

Govt. Ex. No. 795

February 23, 1918.

Mr. W. N. Beach, President Pennsylvania Cement Company, 42nd Street Building, New York City.

DEAR SIR: I have your favor of the 19th inst. in reference to the circular letter of the 14th inst. sent out by the committee of the Protective Association.

In this connection, would say that there have been no specific complaints filed with the Association in reference to the misuse of any information on the part of any of your representatives. The Association has, however, received reports which led us to believe that there had been some carelessness on the part of some of the cement manufacturers' representatives in misusing the information contained in the Association reports. The committee, therefore, thought it best that this matter be brought to the attention of all the cement manufacturers at once so that same could be watched more carefully.

I have asked Mr. Gaines to get in touch with you at his first opportunity so that if there are any matters not clear to you, he can explain same to you at that time.

Very truly yours, Cement Mfrs. Protective Association. —

—, President. WGD/H.

[fol. 1908]

Govt. Ex. No. 796

Knickerbocker Portland Cement Company
New York City

February 20, 1918.

Mr. W. G. Dutton, President Cement Mfrs. Protective Assn.,
Widener Building, Philadelphia, Pennsylvania.

MY DEAR MR. DUTTON: I am in receipt of your circular letter of the 14th inst., note carefully its contents and beg to ask if this company has in any way violated its obligation or in any way made improper use of the Association information. If so, I would greatly appreciate it if you would give me in confidence, full information concerning it.

I am a thorough believer in association work and have for a number of years been the President of other associations connected with the paper manufacturing business, so fully realize the harm which might possibly be done through the improper use of information obtained from this source. I assure you that if we have in any way violated our rights in this matter, it is my desire to take immediate steps to remedy and correct such a fault.

Hoping that I may have a frank and detailed reply, I remain,

Yours very truly, A. B. Daniels, President.

[fol. 1909]

Govt. Ex. No. 797

February 23, 1918.

Mr. A. B. Daniels, President Knickerbocker Portland Cement Company, 30 East 42nd Street, New York City.

MY DEAR MR. DANIELS: I am in receipt of your letter of the 20th inst. in reference to the circular letter of the 14th inst. sent out by the committee of the Protective Association.

The letter in question was sent out as a result of the general situation. The Association has no records of any actions on the part of your representatives. Some members of our Association, however, have complained of several actions in reference to reports which they have received, and from which it would appear that the representatives of some manufacturers were not as careful as they should be in handling information given them by the Association, and on that account it was thought best by the committee in charge of this matter to send out the circular letter of the 15th inst., which you referred to.

[fol. 1909½] Our Mr. H. S. Gaines, Vice President of the Association, who has charge of auditing contracts on which information is requested, will at his first opportunity get in touch with you and go over these matters with you in detail. I also hope that I may have the pleasure of meeting you in the near future.

Very truly yours, Cement Mfrs. Protective Association. ———
—, President.

[fol. 1910]

Govt. Ex. No. 798

Phoenix Portland Cement Co.

Philadelphia

February 25, 1918.

Mr. Walter G. Dutton, President Cement Mfrs. Protective Assoc.,
Philadelphia, Penna.

MY DEAR MR. DUTTON: I am in receipt of your letter of February 14th with reference to the mis-use of information provided by the Association, and would have answered before, but I have been laid up at home with the Measles for the past two weeks.

I fully agree with you, and think that this is a very detestable trade practice, and also there should be some way to stop it. It is my suggestion that you advise the members of the Association just who is mis-using this information and give the matter some publicity among the members. This, I think, will bring about the desired effect.

Yours very truly, Lindley C. Morton, General Manager.

[fol. 1910½]

Govt. Ex. No. 799

February 26, 1918.

Mr. L. C. Morton, General Manager Phoenix Portland Cement Company, Real Estate Trust Bldg., Philadelphia, Pa.

MY DEAR MR. MORTON: I have your favor of the 25th inst. in reference to the letter sent out by the committee under date of February 14th.

I might say in this connection that there has been no complaint made as to the actions on the part of any one connected with your Company; however, there have been some complaints made against other manufacturers, and it is due to these complaints that the letter in question was sent out.

I like the suggestion contained in your letter above mentioned, and if you think it advisable, it might be well for you to bring this matter up before the members at our next meeting.

Very truly yours, Cement Mfrs. Protective Association. —
—, President.

[fols. 1911 & 1912]

Govt. Ex. No. 800

March Twenty-first, Nineteen Nineteen.

Mr. Thomas E. Wright, New York State Builders' Supply Association, 806 Insurance Building, Rochester, New York.

MY DEAR TOM: Regret that I am not in a position to give you a definite answer to your letter of March 5th, as the records in this

Government Exhibit No. 801

Estimate of Value of Defendants Properties in 1919

Company	Capacity as in Government Exhibit 387	Value Plant based on Capacity	Working Capital as shown on Def. Exhibit.	Value rock deposits shown in Def. Ex.	Total Value.
Allentown	810,000	2,300,400.00	347,169.04x	675,000.00	2,628,230.96
Alpha	6,060,000	17,210,400.00	2,481,127.99	4,739,950.00	24,431,477.99
Atlas	10,164,000	28,865,760.00	4,661,878.38	4,125,000.00	37,652,638.38
Bath	648,000	1,840,320.00	244,205.55	337,500.00	2,422,025.55
Coplay	1,566,000	4,447,440.00	307,478.48	750,000.00	5,504,918.48
Dexter	774,000	2,198,160.00	382,346.12	652,500.00	3,233,006.12
Edison	1,800,000	5,112,000.00	1,045,682.56	225,000.00	6,382,682.56
Giant	2,472,000	7,020,480.00	555,138.47	500,000.00	8,075,618.47
Glens Falls	675,000	1,917,000.00	571,629.22	375,000.00	2,863,629.22
Hercules	720,000	2,044,800.00	108,289.98	375,000.00	2,528,089.98
Knicker'bocker.					
Lawrence	1,320,000	3,748,800.00	721,488.30	1,125,000.00	5,595,288.30
Lehigh	1,305,000	3,706,200.00	615,812.41	500,000.00	4,822,012.41
Lehigh	6,858,000	19,476,720.00	2,156,504.89	1,033,340.00	22,666,564.89
Mazareth	1,170,000	3,322,800.00	680,173.17	285,000.00	4,287,973.17
Penn Allen	648,000	1,840,320.00	191,792.19	540,000.00	2,572,112.19
Penns.	1,305,000	3,706,200.00	617,286.76	750,000.00	5,073,486.76
Phoenix	690,000	1,959,600.00	201,948.35	300,000.00	2,461,548.35
Security	888,000	2,521,920.00	393,913.82	401,024.00	3,316,857.82
Vulcanite	1,596,000	4,532,640.00	247,704.49	363,750.00	5,144,094.49
Totals	41,469,000	117,771,960.00	15,837,232.09	18,053,064.00	151,662,256.09

x Deficit

Office are for the exclusive use of the members, and I am not permitted to pass such information along to others.

Yours very truly, — — —, Vice President.

Here follows Government's Exhibit No. 801, marked side folio page 1912 $\frac{1}{2}$.)

fol. 1913]

Govt. Ex. No. 802

Knickerbocker Portland Cement Company, Inc.

New York City

April 1, 1919.

Manchester & Hudson Co., Providence, R. I.

GENTLEMEN: Effective tomorrow we quote you Knickerbocker Portland Cement in cloth sacks, carload lots, f. o. b. cars Providence, R. I., at \$2.94 per barrel. The price in paper sacks is 35¢ per barrel less.

This quotation is for acceptance and shipment within sixteen days from date hereof and is subject to terms and other conditions noted on the reverse of this sheet with the exception that cloth sacks will be repurchased at 15¢ each instead of 10¢ as mentioned in the sack paragraph.

Orders for specific work placed within the aforementioned time will be accepted for shipment to and including December 31st, 1919. [fols. 1914 & 1915] We recommend that any orders or contracts you may have in abeyance be placed on the above basis.

Very truly yours, Knickerbocker Portland Cement Company, Inc. W. M. Floring, Sales Department.

fol. 1915 $\frac{1}{2}$]

Govt. Ex. No. 803

Knickerbocker Portland Cement Company, Inc.

New York City

April 1st, 1919.

Windsor Cement Company, Hartford, Conn.

GENTLEMEN: Effective tomorrow we quote you Knickerbocker Portland Cement in cloth sacks, carload lots, f. o. b. cars Hartford, Conn. at \$2.94 per barrel. The price in paper sacks is 35¢ per barrel less.

This quotation is for acceptance and shipment within sixteen days from date hereof and is subject to terms and other conditions noted on the reverse of this sheet with the exception that cloth sacks will be repurchased at 15¢ each instead of 10¢ as mentioned in the sack paragraph.

Orders for specific work placed within the aforementioned time will be accepted for shipment to and including December 31st, 1919.

1024

[fols. 1916-1918] We recommend that any orders or contracts you may have in abeyance be placed on the above basis.

Very truly yours, Knickerbocker Portland Cement Company,
Inc. Sales Department. WMF/CM.

(Here follow Government's Exhibits Nos. 804, 805, 806, 807, marked side folio pages 1918½-1922, inclusive.)

[fol. 1922½]

Govt. Ex. No. 808

January 26, 1920.

Mr. F. A. Boeye, Mr. F. G. Conkling, Mr. F. B. McKenna:

Please give instructions to the effect that in all of our contracts and in all of our quotations, a guarantee against decline be hereafter discontinued. Also insert in our quotations a paragraph specifying the approximate rate at which the cement is to be shipped and limiting the amount to be taken in any thirty consecutive days; in other words, secure a schedule of shipments.

Letters of quotations are now going out specifying shipments according to contract requirements. We desire to discontinue this and replace it with the instructions given above.

LRB. K. LGM. RS.

[fol. 1923]

Govt. Ex. No. 809

Chicago, June 4, 1920.

D. H. MacFarland:

I have yours of the 2nd, and Mr. Morron has talked to me about his conversation with you regarding the taking of orders subject to price at the time of shipment.

We put this into effect around April 1, as I have already written you, and I remember it was discussed in Chicago and decided upon when Mr. Morron got back from his Western trip. I do not remember the earlier conversation that you refer to, but my mind is quite clear on this other.

LRB.K.

[fol. 1924]

Govt. Ex. No. 810

Eastern Districts

June 24, 1920.

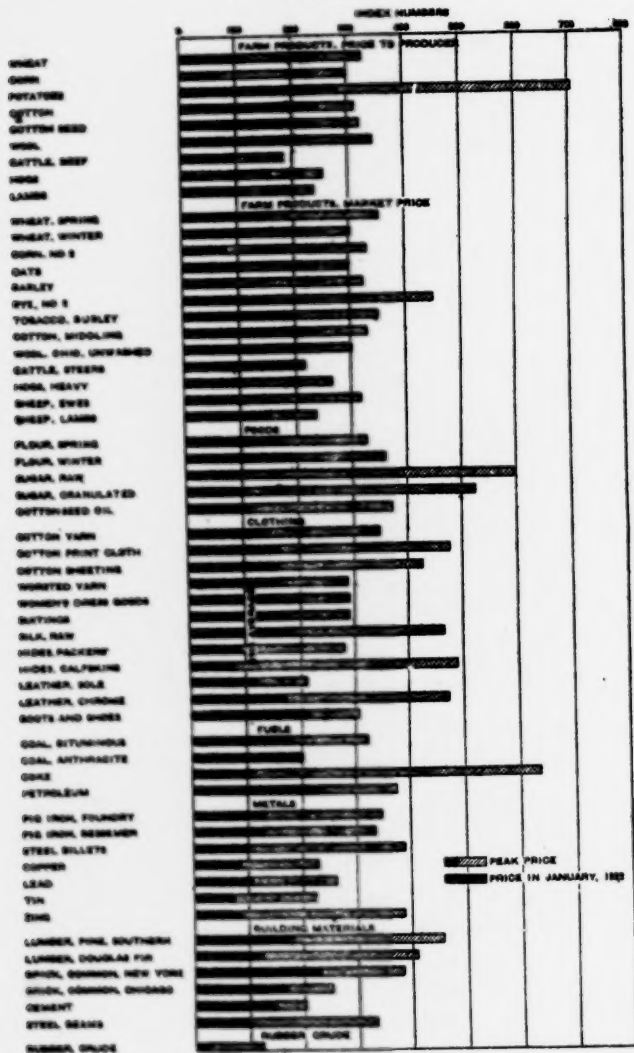
Referring to my memorandum of yesterday regarding changing prices on trade orders at the mills.

As fast as you receive notification of shipment of any of the orders on this list, you had better write a letter to the customer and

1918†

Govt. Ex. No. 804

DIAGRAM 1.—COMPARISON OF WHOLESALE PRICES AT PRESENT WITH 1920 AND PREWAR
(Average price in 1913-1914)



WHOLESALE PRICE COMPARISONS.

MAXIMUM PRICE COMPARED TO PRICE IN RECENT MONTHS.

NOTE.—Prices to the producer on farm products are from U. S. Department of Agriculture, Bureau of Markets and Crop Estimates. All other prices are from U. S. Department of Labor, Bureau of Labor Statistics. As far as possible all quotations represent prices to the producer or at the mill. See diagram on opposite page.

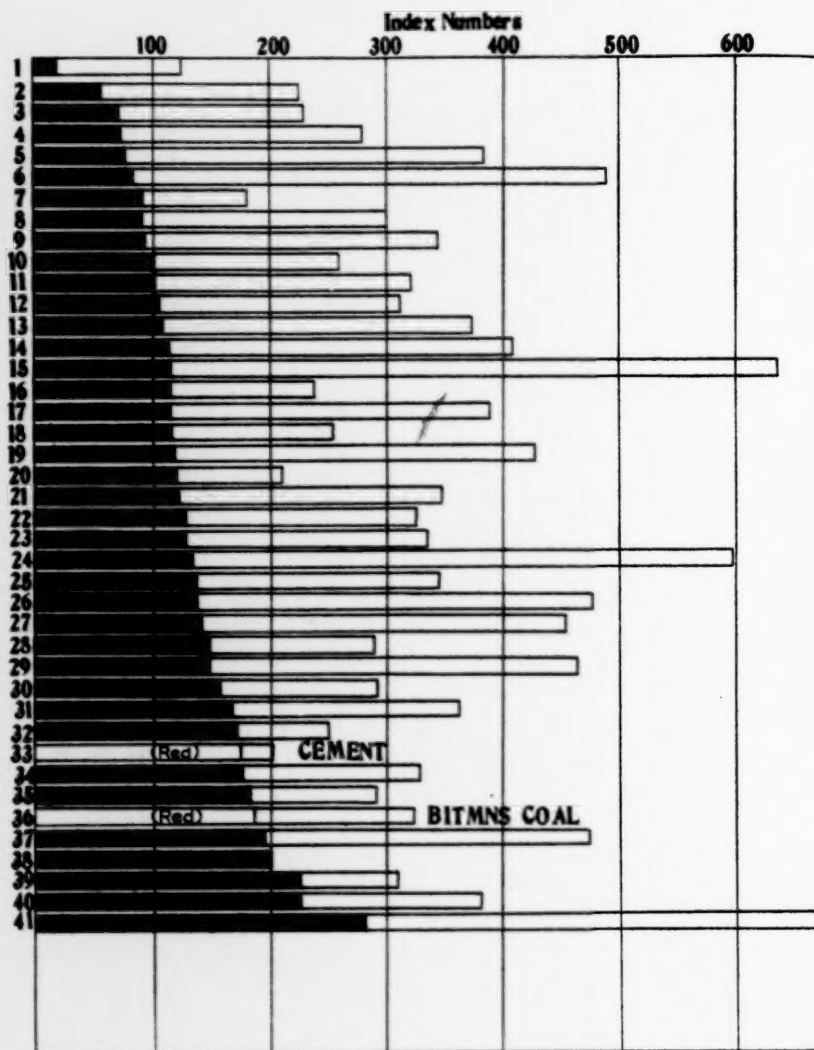
COMMODITIES.	Date and maximum relative price.	November, 1919, relative price.	December, 1919, relative price.	January, 1920, relative price.	For each 100 cents (100) in Jan. 1920.
(1919 average = 100.)					
Farm products—Average price to producers					
Wheat.....	June, 1920	106	117	130	+ 3.1
Oats.....	July, 1920	100	99	70	- 3.7
Potatoes.....	June, 1920	700	100	100	+ 0.0
Cotton.....	July, 1920	100	100	100	+ 0.0
Cotton seed.....	May, 1920	100	100	100	+ 0.0
Wool.....	July, 1920	104	99	100	+ 0.0
Cattle, head.....	May, 1920	100	79	70	- 3.0
Hogs.....	July, 1920	100	99	99	+ 0.0
Sheep.....	Apr., 1920	100	100	100	+ 0.0
Farm products—Market prices					
Wheat, No. 1, northern, spring (Chicago).....	May, 1920	104	106	137	+ 3.1
Wheat, No. 2, red, winter (Chicago).....	May, 1920	100	110	110	+ 1.0
Oats, contract grade, No. 2, cash (Chicago).....	Sept., 1917	101	77	77	- 2.3
Oats, contract grade, cash (Chicago).....	June, 1920	100	99	99	+ 0.0
Barley, fair to good, malting (Chicago).....	Mar., 1918	100	99	99	+ 0.0
Rye, No. 2, cash (Chicago).....	Mar., 1918	100	100	100	+ 0.0
Tobacco, burley, good leaf, dark red (Louisville).....	Mar., 1920	100	100	100	+ 0.0
Cotton, middling upland (New York).....	Apr., 1920	101	100	100	+ 0.0
Wool, Ohio, 1 and 2 grades, unwashed (Boston).....	Jan., 1918	100	100	100	+ 0.0
Cattle, steers, good to choice, corn fed (Chicago).....	Mar., 1919	100	99	99	+ 0.0
Hogs, heavy (Chicago).....	July, 1919	100	99	99	+ 0.0
Sheep, ewes (Chicago).....	Apr., 1919	100	99	99	+ 0.0
Sheep, lambs (Chicago).....	Feb., 1920	100	112	100	+ 1.2
Food:					
Flour, standard patents (Minneapolis).....	May, 1920	100	100	100	+ 0.0
Flour, winter straight (Kansas City).....	May, 1917	100	100	100	+ 0.0
Sugar, 96° centrifugal (New York).....	May, 1920	100	117	100	+ 1.7
Sugar, granulated, in barrels (New York).....	May, 1920	100	100	100	+ 0.0
Cottonseed oil, prime summer yellow (New York).....	July, 1920	100	116	116	+ 1.6
Clothing:					
Cotton yarn, carded, white, northern, single spun, 25-1 count (Boston).....	May, 1920	100	100	100	+ 0.0
Cotton, worst cloth, 27 inches, 64 x 60-7.00 yards to pound (Boston).....	Apr., 1920	100	100	100	+ 0.0
Cotton, sheeting, heavy, 44 Ware Shute L. L. (New York).....	May, 1920	100	100	100	+ 0.0
Worsted yarn: 2/28's combed stock, white, 16 skein (Philadelphia).....	Jan., 1920	100	100	100	+ 0.0
Women's dress goods, storm skirt, all-wool, double warp, 60 inches (N. Y.).....	Oct., 1918	100	100	100	+ 0.0
Julienne, wool, dyed blue, 25-28 inches, 16-count, Middletown (Boston).....	July, 1920	100	100	100	+ 0.0
Pile, raw Japanese, Kasumi No. 1 (New York).....	Jan., 1920	100	100	100	+ 0.0
Hides, green salted, packer's, heavy native steers (Chicago).....	Aug., 1919	100	99	99	+ 0.0
Hides, calskins, No. 1, country, 8 to 14 pounds (Chicago).....	Aug., 1919	100	99	99	+ 0.0
Leather, sole, hamsack, middle, No. 1 (Boston).....	Mar., 1917	100	100	100	+ 0.0
Leather, chrome calf, full or bright, "B" grade (Boston).....	Nov., 1919	100	100	100	+ 0.0
Boots and shoes, men's black calf, blucher (Massachusetts).....	Mar., 1920	100	100	100	+ 0.0
Fuels:					
Coal, bituminous, Pittsburgh, mine run—Kanawha (Chattanooga).....	Sept., 1920	100	100	100	+ 0.0
Coal, anthracite, chestnut (New York tide-water).....	Oct., 1920	100	100	100	+ 0.0
Oil, Cretaceous (range of prompt and future) furnace—oil steam.....	Aug., 1920	100	100	100	+ 0.0
Paraffin, crude, Kansas-Oklahoma—oil wells.....	Mar., 1920	100	100	100	+ 0.0
Metals:					
Pig iron, foundry No. 2, northern (Pittsburgh).....	July, 1917	100	100	100	+ 0.0
Pig iron, basic (Pittsburgh).....	July, 1917	100	100	100	+ 0.0
Steel ingots, basic (Pittsburgh).....	July, 1917	100	100	100	+ 0.0
Copper ingots, electrolytic, early delivery (New York).....	Mar., 1917	100	100	100	+ 0.0
Lead, pig, delivered, by early delivery (New York).....	Jan., 1917	100	100	100	+ 0.0
Zinc, pig, for early delivery (New York).....	May, 1918	100	100	100	+ 0.0
Zinc, slab, western, early delivery (New York).....	June, 1918	100	100	100	+ 0.0
Building materials:					
Lumber, pine, southern, yellow, flooring 1 x 4, "B" and better (Hattiesburg district).....	Feb., 1920	100	100	100	+ 0.0
Lumber, Douglas fir, No. 1, common, 1 x 8, 1 x 10 (State of Washington).....	Jan., 1920	100	100	100	+ 0.0
Brick, common red, domestic building (New York).....	Feb., 1920	100	100	100	+ 0.0
Brick, common building, common, run of kiln (Chicago).....	Oct., 1920	100	100	100	+ 0.0
Cement, Portland, no without bags to trade, f. o. b. plant (Chicago district).....	Sept., 1920	100	100	100	+ 0.0
Gravel, beach, mill (Pittsburgh).....	June, 1917	100	100	100	+ 0.0
Rubber, crepe:					
Rubber, Para island, S.S. (New York).....	Jan., 1920	100	100	100	+ 0.0

RECESSION IN PRICES AS OF DECEMBER 1921

OF COMMODITIES ON DFTS EX 134



WHOLESALE PRICE COMPARISON



tell him what his new price is, advising that this is in accordance with our acknowledgment of his order at the time it was placed.

I do not believe it would be best to write a letter on orders which will not go out for some time, but be sure that a letter is written when each order is shipped.

The first of the week we will probably send out a general notice to the trade which will advise them just what our present price is, and will also advise them that this price is effective on orders taken subject to an increase in price, but regardless of this, we will want to send out a special letter on each order at the time it is shipped.

LGM-MH

[fol. 1924½]

GOVT. EX. No. 811

Allentown Portland Cement Co.

	Officers	Salaries	Bonus
1916.....	3	\$10,000.00	None.
1917.....	3	10,000.00	None.
1918.....	3	12,750.00	None.
1919.....	3	16,000.00	None.
1920.....	3	16,000.00	\$1,500.00
1921.....	3	16,000.00	None.

GOVT. EX. No. 812

Alpha Portland Cement Co.

Year	Officers	Salaries	Bonus
1916.....	4	\$37,500.00	\$7,500.00
1917.....	4	47,400.08	0
1918.....	4	76,000.00	0
1919.....	4	75,000.00	61,906.37
1920.....	4	75,000.00	90,778.43
1921.....	6	89,500.08	0

[fol. 1925]

GOVT. EX. No. 813

The Atlas Portland Cement Co.

Year	Officers	Salaries	Bonuses
1916.....	8	\$74,479.68	\$24,103.63
1917.....	9	85,086.72	24,917.76
1918.....	9	92,341.60	37,633.30
1919.....	9	97,936.41	26,808.65
1920.....	9	98,325.60	24,426.80
1921.....	9	104,276.40	8,920.40

Govt. Ex. No. 814

Bath Portland Cement Co.

Year	Officers	Salaries	Bonus
1916.....	4	\$21,700.00	None.
1917.....	5	36,300.00	None.
1918.....	5	41,967.00	None.
1919.....	6	82,750.00	\$1,000.00
1920.....	6	86,950.00	500.00
1921.....	6	100,000.00	None.

[fol. 1925½]

Govt. Ex. No 815

Coplay Cement Mfg. Company

Year	Officers	Salaries	Bonuses
1916.....	3	\$22,256.00	None.
1917.....	5	25,980.29	\$21,736.04
1918.....	5	41,354.25	27,939.84
1919.....	5	37,400.00	5,119.32
1920.....	4	41,000.00	None.
1921.....	4	47,750.00	15,534.37

Govt. Ex. No. 816

Dexter Portland Cement Company

Year	Officers	Salaries	Bonuses
1916.....	4	\$18,120.00	\$2,000.00
1917.....	4	18,613.00	2,210.00
1918.....	5	24,125.63	9,068.33
1919.....	5	30,650.00	10,235.00
1920.....	5	30,950.00	25,711.71
1921.....	5	30,950.00	72,715.62

[fol. 1926]

Govt. Ex. No. 817

Edison Portland Cement Co.

Year	Officers	Salaries	Bonuses
1916.....	5	\$10,000.00	None.
1917.....	5	10,000.00	None.
1918.....	5	16,500.00	None.
1919.....	5	17,000.00	None.
1920.....	5	17,000.00	None.
1921.....	5	18,500.00	None.

Govt. Ex. No. 818

Giant Portland Cement Co.

Year	Officers	Salaries	Bonuses
1916.....	4	\$31,200.00	None.
1917.....	4	31,200.00	None.
1918.....	4	31,400.00	None.
1919.....	5	38,225.00	None.
1920.....	4	30,883.34	None.
1921.....	5	31,300.00	None.

[fol. 1926½]

Govt. Ex. No. 819

Glens Falls Portland Cement Co.

Year	Officers	Salaries	Bonuses
1916.....	5	\$8,100.00	None.
1917.....	5	8,500.00	None.
1918.....	5	12,100.00	None.
1919.....	5	12,900.00	None.
1920.....	5	21,100.00	None.
1921.....	5	21,300.00	None.

Govt. Ex. No. 820

Hercules Cement Corporation

Year	Officers	Salaries	Bonus
1916.....	None.	None.	None.
1917.....	2	\$7,458.25	None.
1918.....	2	12,541.55	None.
1919.....	2	14,099.92	None.
1920.....	2	16,444.49	None.
1921.....	2	16,100.00	None.

[fol. 1927]

Govt. Ex. No. 821

Knickerbocker Portland Cement Co.

Year	Officers	Salaries	Bonus
1916.....	4	\$15,000.00	None.
1917.....	4	18,500.00	None.
1918.....	4	24,249.99	None.
1919.....	4	23,000.00	None.
1920.....	4	20,662.50	None.
1921.....	7	14,750.00	None.

Govt. Ex. No. 822

Lawrence Portland Cement Company

Year	Officers	Salaries	Bonuses
1916.....	7	\$18,001.67	None.
1917.....	7	24,270.32	None.
1918.....	7	24,018.67	None.
1919.....	8	25,368.35	None.
1920.....	8	21,967.95	None.
1921.....	8	22,013.08	None.

[fol. 1927½]

Govt. Ex. No. 823

Lehigh Portland Cement Co.

Year	Officers	Salaries	Bonus
1916.....	7	\$36,858.90	\$3,105.24
1917.....	7	31,769.60	2,647.47
1918.....	8	32,936.14	2,755.02
1919.....	8	35,535.62	2,917.76
1920.....	8	38,062.09	None.
1921.....	9	41,667.06	None.

Govt. Ex. No. 824

Nazareth Cement Co.

Year	Officers	Salaries	Bonuses
1916.....	5	\$12,000.00	None.
1917.....	5	22,000.00	None.
1918.....	5	32,000.00	None.
1919.....	5	32,000.00	None.
1920.....	5	37,000.00	None.
1921.....	5	37,999.68	None.

[fol. 1928]

Govt. Ex. No. 825

Penn-Allen Cement Company

Year	Officers	Salaries	Bonuses
1916.....	2	\$9,300.00	\$2,500.00
1917.....	2	15,700.00	None.
1918.....	3	33,000.00	None.
1919.....	4	41,500.00	16,000.00
1920.....	4	45,500.00	20,000.00
1921.....	4	45,500.00	20,000.00

Govt. Ex. No. 826

Pennsylvania Cement Company

Year	Officers	Salaries	Bonuses
1916.....	3	\$16,500.00	None.
1917.....	3	16,333.00	None.
1918.....	4	17,000.00	None.
1919.....	4	27,325.00	\$5,640.00
1920.....	4	33,700.00	6,740.00
1921.....	4	33,700.00	None.

[fol. 1928½]

Govt. Ex. No. 827

Phoenix Portland Cement Co.

Year	Officers	Salaries	Bonus
1916.....	5	\$5,400.00	None.
1917.....	5	2,333.33	None.
1918.....	5	18,416.65	None.
1919.....	5	37,866.67	None.
1920.....	5	47,800.00	None.
1921.....	5	42,200.00	None.

Govt. Ex. No. 828

Security Cement & Lime Company

Year	Officers	Salaries	Bonuses
1916.....	5	\$11,542.84	None.
1917.....	5	7,584.89	\$1,840.98
1918.....	5	10,223.92	2,748.64
1919.....	5	13,036.78	4,980.33
1920.....	5	13,629.50	4,026.18
1921.....	5	14,342.11	4,496.41

[fols. 1929 & 1930]

Govt. Ex. No. 829

Vulcanite Portland Cement Company

Year	Officers	Salaries	Bonuses
1916.....	4	\$17,399.88	None.
1917.....	4	21,799.92	None.
1918.....	4	23,249.88	None.
1919.....	4	24,699.84	None.
1920.....	4	28,800.00	None.
1921.....	4	29,299.98	None.

[fol. 1931] UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT
OF NEW YORK

THE UNITED STATES OF AMERICA

vs.

THE ATLAS PORTLAND CEMENT COMPANY et al., Defendants

Defendants' Exhibits

(Here follows Defendants' Exhibit No. D 1, Circular of the Bureau
of Standards, marked side folio pages 1932-1957, inclusive)

[fol. 1958] DEF'TS' Ex. No. D 2

Form 39

Mid-West Cement Credit & Statistical Bureau

111 West Washington Street, Chicago

Bureau File No. 6109.

Endorsed: Audited 1/2/20.

Date: December 30, 1919.

Cement Mnfrs. Pro. Assn.

GENTLEMEN: We are asked by Universal Portland Cement Co. to call your attention to specific contract No. C-495 of the Alpha Portland Cement Co. for 25,000 barrels sold to Akron Sewer Pipe Co. for delivery at Cleveland, with remarks as indicated by check mark hereon.

Check

..... 1. We are informed that this contract appears to be a duplication of — Company's No. —.

X 2. We are informed that if this job is investigated it will be found that the amount contracted for is more than the quantity required.

..... 3. We are informed that subscriber knows of no such work under construction or contemplated.

[fol. 1958½]

..... 4. We are informed the construction work covered by this contract was completed — months ago.

..... 5. We are informed that the company shown as the contractors on this work have never been awarded a contract.

..... 6. We are informed that the work in question has been indefinitely postponed, for the reason that —.

Deft Ex. No. D 1

1932

DEPARTMENT OF COMMERCE

CIRCULAR

OF THE

BUREAU OF STANDARDS

S. W. STRATTON, DIRECTOR

No. 33

UNITED STATES GOVERNMENT SPECIFICATION FOR PORTLAND CEMENT

This specification is the result of several years' work of a Joint Conference representing the United States Government, the American Society of Civil Engineers, and the American Society for Testing Materials. It was adopted by the United States Government and by the American Society for Testing Materials, to become effective January 1, 1917.

[3d Edition]

Issued January 18, 1917



WASHINGTON
GOVERNMENT PRINTING OFFICE

1933

IMPORTANT

CHANGE IN THE FINENESS REQUIREMENT OF THE
UNITED STATES GOVERNMENT SPECIFICATIONS FOR PORTLAND CEMENT

The Departmental Conference on United States Government Specifications for Portland Cement has recommended a change in the fineness requirements of the United States Government Specifications for Portland Cement, recommendation being

"That the residue on the Standard No. 200 sieve shall not exceed 32% by weight and that the tolerance clause allowing 1% permissible variation in the fineness determination shall be dropped from the specification, these changes to take effect January 1, 1921".

This recommendation has been approved by the heads of the several Government Departments and therefore the change becomes automatically effective January 1, 1921.

Bureau of Standards,
Washington, D. C.,
October 18, 1920.

1934

DEPARTMENT OF COMMERCE

CIRCULAR
OF THE
BUREAU OF STANDARDS

S. W. STRATTON, DIRECTOR

No. 33

**UNITED STATES GOVERNMENT SPECIFICATION
FOR PORTLAND CEMENT**

This specification is the result of several years' work of a Joint Conference representing the United States Government, the American Society of Civil Engineers, and the American Society for Testing Materials. It was adopted by the United States Government and by the American Society for Testing Materials, to become effective January 1, 1917.

[3d Edition]
Issued January 18, 1917



WASHINGTON
GOVERNMENT PRINTING OFFICE

1917

1934

ADDITIONAL COPIES

OF THIS PUBLICATION MAY BE PROCURED FROM
THE SUPERINTENDENT OF DOCUMENTS
GOVERNMENT PRINTING OFFICE
WASHINGTON, D. C.
AT
10 CENTS PER COPY

A complete list of the Bureau's publications
may be obtained free of charge on application to
the Bureau of Standards, Washington, D. C.

CONTENTS

	Page
I. OFFICIAL ADOPTION OF THE UNITED STATES GOVERNMENT SPECIFICATION FOR PORTLAND CEMENT.....	5
Development of the United States Government specification for Portland cement.....	5
Executive order.....	6
Departmental approvals.....	6
Personnel of the departmental conference.....	6
II. UNITED STATES GOVERNMENT SPECIFICATION FOR PORTLAND CEMENT....	9
Definition.....	9
Chemical properties.....	9
Chemical limits.....	9
Physical properties.....	9
Specific gravity.....	9
Fineness.....	9
Soundness.....	9
Time of setting.....	9
Tensile strength.....	10
Packages, marking, and storage.....	10
Packages and marking.....	10
Storage.....	10
Inspection.....	10
Rejection.....	10
Tests.....	11
Sampling.....	11
Number of samples.....	11
Method of sampling.....	11
Treatment of samples.....	12
Chemical analysis.....	12
Loss on ignition.....	12
Insoluble residue.....	12
Sulphuric anhydride.....	13
Magnesia.....	13
Physical tests.....	15
Determination of specific gravity.....	15
Determination of fineness.....	16
Mixing cement pastes and mortars.....	17
Normal consistency.....	18
Determination of soundness.....	20
Determination of time of setting.....	20
Tension tests.....	25
Storage of test pieces.....	26

	Page
III. INTERPRETATION OF RESULTS.....	27
Chemical.....	27
Physical.....	28
Specific gravity.....	28
Fineness.....	20
Mixing.....	30
Normal consistency.....	30
Soundness.....	30
Time of setting.....	30
Tensile tests.....	31
IV. EXPLANATION OF CHANGES MADE IN REVISING THE ORIGINAL UNITED STATES GOVERNMENT SPECIFICATION FOR PORTLAND CEMENT.....	33
Introduction and recommendations.....	33
Definition.....	35
Chemical properties.....	35
Specific gravity.....	36
Fineness.....	36
Soundness.....	37
Time of setting.....	38
Tensile strength.....	38
Packages and marking.....	39
Inspection.....	40
Rejection.....	41
Methods of tests.....	41
Sampling.....	41
Chemical analysis.....	41
Determination of specific gravity.....	42
Determination of fineness.....	42
Mixing cement pastes and mortars.....	42
Normal consistency.....	42
Determination of soundness.....	42
Determination of time of setting.....	42
Tension tests.....	42
Storage of test pieces.....	43
General remarks.....	43

UNITED STATES GOVERNMENT SPECIFICATION FOR PORTLAND CEMENT

(This specification is the result of several years work of a joint conference representing the United States Government, the American Society of Civil Engineers, and the American Society for Testing Materials. It was adopted by the United States Government and by the American Society for Testing Materials, to become effective January 1, 1917.)

I. OFFICIAL ADOPTION OF THE UNITED STATES GOVERNMENT SPECIFICATION FOR PORTLAND CEMENT

DEVELOPMENT OF THE UNITED STATES GOVERNMENT SPECIFICATION FOR PORTLAND CEMENT BY GOVERNMENT DEPARTMENTAL CONFERENCE

In June, 1911, the Secretary of the Department of Commerce and Labor arranged, through the Secretaries of the various departments, for a conference of Government engineers for the purpose of unifying the specifications for Portland cement used by the United States Government. At this conference a committee was appointed to consider existing specifications and to recommend a single specification for Portland cement to be used by all departments of the Government. After an extended series of meetings of this committee, at which careful consideration was given to representative specifications for Portland cement as well as to all available data on methods of tests, a specification was adopted by the Departmental Conference February 13, 1912, and made effective, upon the approval of the Secretaries of the several departments by the Executive order of April 30, 1912.

On July 30, 1912, the Departmental Conference was reconvened. Many meetings have been held by the departmental committee and conferences secured with committees of engineering societies resulting after four years of work in agreement on a single standard specification which has been adopted for use by the recognized engineering societies as well as by the Government. It was agreed that the new specification, although an improvement over the old, can not be considered as final, but is subject to revision from time

1936½

6

Circular of the Bureau of Standards

to time as occasion requires and as improvement is made in the product, in the methods of testing, and in technical knowledge of the material.

EXECUTIVE ORDER

It is hereby ordered that all Portland cement that may hereafter be purchased by any department, bureau, office, or independent establishment of the Government, or that may be used in construction work connected with any of the aforesaid branches of the Government service, shall conform in every respect to the specification for Portland cement adopted by the Departmental Conference at the meeting held at the Bureau of Standards on February 13, 1912, and approved by the heads of the several departments (to be known as the United States Government Specification for Portland Cement): *Provided, however,* That such specification may be modified from time to time by any similar departmental conference, with the approval of the heads of the several departments.

WM. H. TAFT.

THE WHITE HOUSE,

April 30, 1912.

DEPARTMENTAL APPROVALS

The revised specification as contained herein has received the approval of the following departments and independent establishments to become effective January 1, 1917, and to be known as the United States Government Specification for Portland Cement:

Department of State,
Department of the Treasury,
Department of War,
Department of Justice,
Post Office Department,
Department of the Navy,
Department of the Interior,
Department of Agriculture,
Department of Commerce,
Department of Labor,
District of Columbia, and
Capitol Building and Grounds.

United States Government Specification for Portland Cement 7

PERSONNEL OF THE DEPARTMENTAL CONFERENCE

NAME	REPRESENTING
S. W. Stratton , <i>Chairman of Conference</i>	Bureau of Standards, Department of Commerce.
Rudolph J. Wig , <i>Secretary of Conference</i>	Bureau of Standards, Department of Commerce.
¹ Spencer Cosby , <i>Colonel, U. S. Army</i>	Office of Chief of Engineers, War Department.
Formerly in charge of Public Buildings and Grounds, District of Columbia.	
² H. C. Newcomer , <i>Colonel, U. S. Army</i>	Office of Chief of Engineers, War Department.
Corps of Engineers.	
W. A. E. Doying	Panama Canal, War Department.
Inspecting Engineer, Panama Canal.	
¹ B. F. Cheatham , <i>Major, U. S. Army</i>	Quartermaster Corps, War Department.
Quartermaster Corps.	
F. B. Wheaton	Office of the Quartermaster General, War Department.
Advisory Architect, Office of Quartermaster General.	
² E. V. Dunstan	Office of the Quartermaster General, War Department.
Draftsman.	
A. P. Davis	Reclamation Service, Department of Interior.
Director and Chief Engineer, Reclamation Service.	
¹ H. M. Wilson	Bureau of Mines, Department of Interior.
Engineer, Bureau of Mines.	
¹ A. T. Ruan	Bureau of Insular Affairs, War Department.
Formerly Disbursing Agent, Philippine Revenues, Bureau of Insular Affairs.	
² L. H. Camfield	Bureau of Insular Affairs, War Department.
Disbursing Agent, Philippine Revenues, Bureau of Insular Affairs.	
¹ Carl A. Carlson	Navy Department.
Civil Engineer, Bureau of Yards and Docks.	
² C. D. Thurber	Navy Department.
Civil Engineer, Bureau of Yards and Docks.	
Asa E. Phillips	District of Columbia.
Superintendent of Sewers, District of Columbia.	
L. G. Randall	District of Columbia.
Assistant Engineer, Sewer Department, District of Columbia.	
¹ John S. Conway	Bureau of Lighthouses, Department of Commerce.
Formerly Chief Constructing Engineer, Bureau of Lighthouses.	
² H. B. Bowerman	Bureau of Lighthouses, Department of Commerce.
Chief Constructing Engineer, Bureau of Lighthouses.	
¹ James C. Plant	Office of Supervising Architect, Treasury Department.
Formerly Superintendent of Computing Division, Office of Supervising Architect.	
² J. W. Ginder	Office of Supervising Architect, Treasury Department.
Superintendent of Computing Division, Office of Supervising Architect.	
¹ H. C. Heald	Office of Supervising Architect, Treasury Department.
Formerly Structural Engineer, Office of Supervising Architect.	
² E. C. Ruebsam	Office of Supervising Architect, Treasury Department.
Structural Engineer, Office of Supervising Architect.	
² A. T. Goldbeck	Office of Public Roads and Rural Engineering, Department of Agriculture.
Testing Engineer.	

¹ Former members of the Departmental Conference.² Members appointed since July 1, 1911.

1937¹

8

Circular of the Bureau of Standards

PERSONNEL OF THE DEPARTMENTAL CONFERENCE—Continued.

NAME.	REPRESENTING.
¹ W. H. Rose, Captain, U. S. Army.....	Alternate in absence of Col. Spencer Formerly Director of Mechanical Engineering, Cosby. Engineers School, Washington Barracks.
¹ S. S. Hunt, Captain, U. S. Army.....	Office of Superintendent of United Constructor, Office of Superintendent of United States Capitol Building and Grounds. States Capitol Building and Grounds.
P. H. Bates.....	Bureau of Standards, Department of Chemist, Bureau of Standards. Commerce.
S. S. Voorhees.....	Bureau of Standards, Department of Engineer Chemist, Bureau of Standards. Commerce,

The following departmental committee was appointed by the conference to draft the specification and revision: A. P. Davis, *Chairman*; Rudolph J. Wig, *Secretary*; H. C. Newcomer, J. W. Ginder, C. D. Thurber, Asa E. Phillips, S. S. Voorhees, W. A. E. Doying.

¹ Former members of the Departmental Conference.

II. UNITED STATES GOVERNMENT SPECIFICATION FOR PORTLAND CEMENT

DEFINITION

1. Portland cement is the product obtained by finely pulverizing clinker produced by calcining to incipient fusion, an intimate and properly proportioned mixture of argillaceous and calcareous materials, with no additions subsequent to calcination excepting water and calcined or uncalcined gypsum.

CHEMICAL PROPERTIES

CHEMICAL LIMITS

2. The following limits shall not be exceeded:

	Per cent
Loss on ignition.....	4. 00
Insoluble residue.....	0. 85
Sulphuric anhydride (SO_3).....	2. 00
Magnesia (MgO).....	5. 00

PHYSICAL PROPERTIES

SPECIFIC GRAVITY

3. The specific gravity of cement shall be not less than 3.10 (3.07 for white Portland cement). Should the test of cement as received fall below this requirement a second test may be made upon an ignited sample. The specific-gravity test will not be made unless specifically ordered.

FINENESS

4. The residue on a standard No. 200 sieve shall not exceed 22 per cent by weight.¹

SOUNDNESS

5. A pat of neat cement shall remain firm and hard, and show no signs of distortion, cracking, checking, or disintegration in the steam test for soundness.

TIME OF SETTING

6. The cement shall not develop initial set in less than 45 minutes when the Vicat needle is used or 60 minutes when the Gillmore needle is used. Final set shall be attained within 10 hours.

¹ The United States Government specification requires that on and after July 1, 1918, the residue on the standard No. 200 sieve shall not exceed 20 per cent by weight.

1938†

10

*Circular of the Bureau of Standards***TENSILE STRENGTH**

7. The average tensile strength in pounds per square inch of not less than three standard mortar briquettes (see sec. 51) composed of one part cement and three parts standard sand, by weight, shall be equal to or higher than the following:

Age at test	Storage of briquettes	Tensile strength, pounds per square inch
Days		
7.....	1 day in moist air, 6 days in water.....	200
28.....	1 day in moist air, 27 days in water.....	300

8. The average tensile strength of standard mortar at 28 days shall be higher than the strength at 7 days.

PACKAGES, MARKING, AND STORAGE**PACKAGES AND MARKING**

9. The cement shall be delivered in suitable bags or barrels with the brand and name of the manufacturer plainly marked thereon, unless shipped in bulk. A bag shall contain 94 pounds net. A barrel shall contain 376 pounds net.

STORAGE

10. The cement shall be stored in such a manner as to permit easy access for proper inspection and identification of each shipment, and in a suitable weather-tight building which will protect the cement from dampness.

INSPECTION

11. Every facility shall be provided the purchaser for careful sampling and inspection at either the mill or at the site of the work, as may be specified by the purchaser. At least 10 days from the time of sampling shall be allowed for the completion of the 7-day test, and at least 31 days shall be allowed for the completion of the 28-day test. The cement shall be tested in accordance with the methods hereinafter prescribed. The 28-day test shall be waived only when specifically so ordered.

REJECTION

12. The cement may be rejected if it fails to meet any of the requirements of these specifications.

13. Cement shall not be rejected on account of failure to meet the fineness requirement if upon retest after drying at 100° C for

14. Cement failing to meet the test for soundness in steam may be accepted if it passes a retest using a new sample at any time within 28 days thereafter.

15. Packages varying more than 5 per cent from the specified weight may be rejected; and if the average weight of packages in any shipment, as shown by weighing 50 packages taken at random is less than that specified, the entire shipment may be rejected.

TESTS

SAMPLING

NUMBER OF SAMPLES

16. Tests may be made on individual or composite samples as may be ordered. Each test sample should weigh at least 8 pounds.

17. (a) *Individual Sample*.—If sampled in cars one test sample shall be taken from each 50 barrels or fraction thereof. If sampled in bins one sample shall be taken from each 100 barrels.

(b) *Composite Sample*.—If sampled in cars one sample shall be taken from 1 sack in each 40 sacks (or 1 barrel in each 10 barrels) and combined to form one test sample. If sampled in bins or warehouses, one test sample shall represent not more than 200 barrels.

METHOD OF SAMPLING

18. Cement may be sampled at the mill by any of the following methods that may be practicable, as ordered:

(a) *From the Conveyor Delivering to the Bin*.—At least 8 pounds of cement shall be taken from approximately each 100 barrels passing over the conveyor.

(b) *From Filled Bins by Means of Proper Sampling Tubes*.—Tubes inserted vertically may be used for sampling cement to a maximum depth of 10 feet. Tubes inserted horizontally may be used where the construction of the bin permits. Samples shall be taken from points well distributed over the face of the bin.

(c) *From Filled Bins at Points of Discharge*.—Sufficient cement shall be drawn from the discharge openings to obtain samples representative of the cement contained in the bin, as determined by the appearance at the discharge openings of indicators placed on the surface of the cement directly above these openings before drawing of the cement is started.

TREATMENT OF SAMPLES

19. Samples preferably shall be shipped and stored in air-tight containers. Samples shall be passed through a sieve having 20 meshes per linear inch in order to thoroughly mix the sample, break up lumps, and remove foreign materials.

CHEMICAL ANALYSIS**LOSS ON IGNITION**

20. METHOD.—One gram of cement shall be heated in a weighed covered platinum crucible of 20 to 25 cc capacity, as follows, using either method (a) or (b) as ordered:

(a) The crucible shall be placed in a hole in an asbestos board, clamped horizontally so that about three-fifths of the crucible projects below and blasted at a full red heat for 15 minutes with an inclined flame; the loss in weight shall be checked by a second blasting for 5 minutes. Care shall be taken to wipe off particles of asbestos that may adhere to the crucible when withdrawn from the hole in the board. Greater neatness and shortening of the time of heating are secured by making a hole to fit the crucible in a circular disk of sheet platinum and placing this disk over a somewhat larger hole in an asbestos board.

(b) The crucible shall be placed in a muffle at any temperature between 900 and 1000° C for 15 minutes and the loss in weight shall be checked by a second heating for 5 minutes.

21. PERMISSIBLE VARIATION.—A permissible variation of 0.25 will be allowed, and all results in excess of the specified limit but within this permissible variation shall be reported as 4 per cent.

INSOLUBLE RESIDUE

22. METHOD.—To a 1 g sample of cement shall be added 10 cc of water and 5 cc of concentrated hydrochloric acid; the liquid shall be warmed until effervescence ceases. The solution shall be diluted to 50 cc and digested on a steam bath or hot plate until it is evident that decomposition of the cement is complete. The residue shall be filtered, washed with cold water, and the filter paper and contents digested in about 30 cc of a 5 per cent solution of sodium carbonate, the liquid being held at a temperature just short of boiling for 15 minutes. The remaining residue shall be filtered, washed with cold water, then with a few drops of hot hydrochloric acid, 1:9, and finally with hot water, and then ignited at a red heat and weighed as the insoluble residue.

23. **PERMISSIBLE VARIATION.**—A permissible variation of 0.15 will be allowed, and all results in excess of the specified limit but within this permissible variation shall be reported as 0.85 per cent.

SULPHURIC ANHYDRIDE

24. **METHOD.**—One gram of the cement shall be dissolved in 5 cc of concentrated hydrochloric acid diluted with 5 cc of water, with gentle warming; when solution is complete 40 cc of water shall be added, the solution filtered, and the residue washed thoroughly with water. The solution shall be diluted to 250 cc, heated to boiling, and 10 cc of a hot 10 per cent solution of barium chloride shall be added slowly, drop by drop, from a pipette and the boiling continued until the precipitate is well formed. The solution shall be digested on the steam bath until the precipitate has settled. The precipitate shall be filtered, washed, and the paper and contents placed in a weighed platinum crucible and the paper slowly charred and consumed without flaming. The barium sulfate shall then be ignited and weighed. The weight obtained multiplied by 34.3 gives the percentage of sulfuric anhydride. The acid filtrate obtained in the determination of the insoluble residue may be used for the estimation of sulfuric anhydride instead of using a separate sample.

25. **PERMISSIBLE VARIATION.**—A permissible variation of 0.10 will be allowed, and all results in excess of the specified limit but within this permissible variation shall be reported as 2 per cent.

MAGNESIA

26. **METHOD.**—To 0.5 g of the cement in an evaporating dish shall be added 10 cc of water to prevent lumping and then 10 cc of concentrated hydrochloric acid. The liquid shall be gently heated and agitated until attack is complete. The solution shall then be evaporated to complete dryness on a steam or water bath. To hasten dehydration the residue may be heated to 150 or even 200° C for one-half to one hour. The residue shall be treated with 10 cc of concentrated hydrochloric acid diluted with an equal amount of water. The dish shall be covered and the solution digested for 10 minutes on a steam bath or water bath. The diluted solution shall be filtered and the separated silica washed thoroughly with water.² Five cubic centimeters of concentrated hydrochloric acid and sufficient bromine water to precipitate any

² Since this procedure does not involve the determination of silica, a second evaporation is unnecessary.

manganese which may be present, shall be added to the filtrate (about 250 cc). This shall be made alkaline with ammonium hydroxide, boiled until there is but a faint odor of ammonia, and the precipitated iron and aluminum hydroxides, after settling, shall be washed with hot water, once by decantation and slightly on the filter. Setting aside the filtrate, the precipitate shall be transferred by a jet of hot water to the precipitating vessel and dissolved in 10 cc of hot hydrochloric acid. The paper shall be extracted with acid, the solution and washings being added to the main solution. The aluminum and iron shall then be reprecipitated at boiling heat by ammonium hydroxide and bromine water in a volume of about 100 cc, and the second precipitate shall be collected and washed on the filter used in the first instance if this is still intact. To the combined filtrates from the hydroxides of iron and aluminum, reduced in volume if need be, 1 cc of ammonium hydroxide shall be added, the solution brought to boiling, 25 cc of a saturated solution of boiling ammonium oxalate added, and the boiling continued until the precipitated calcium oxalate has assumed a well-defined granular form. The precipitate after one hour shall be filtered and washed, then with the filter shall be placed wet in a platinum crucible, and the paper burned off over a small flame of a Bunsen burner; after ignition it shall be redissolved in hydrochloric acid and the solution diluted to 100 cc. Ammonia shall be added in slight excess and the liquid boiled. The lime shall then be reprecipitated by ammonium oxalate, allowed to stand until settled, filtered, and washed. The combined filtrates from the calcium precipitates shall be acidified with hydrochloric acid, concentrated on the steam bath to about 150 cc, and made slightly alkaline with ammonium hydroxide, boiled and filtered (to remove a little aluminum and iron and perhaps calcium). When cool, 10 cc of saturated solution of sodium-ammonium-hydrogen phosphate shall be added with constant stirring. When the crystalline ammonium-magnesium orthophosphate has formed, ammonia shall be added in moderate excess. The solution shall be set aside for several hours in a cool place, filtered and washed with water containing 2.5 per cent NH_3 . The precipitate shall be dissolved in a small quantity of hot hydrochloric acid, the solution diluted to about 100 cc, 1 cc of a saturated solution of sodium-ammonium hydrogen phosphate added, and ammonia drop by drop, with constant stirring, until the precipitate is again formed as described and the ammonia is in moderate excess. The precipitate shall then be allowed to stand about two

hours, filtered and washed as before. The paper and contents shall be placed in a weighed platinum crucible, the paper slowly charred, and the resulting carbon carefully burned off. The precipitate shall then be ignited to constant weight over a Meker burner, or a blast not strong enough to soften or melt the pyrophosphate. The weight of magnesium pyrophosphate obtained multiplied by 72.5 gives the percentage of magnesia. The precipitate so obtained always contains some calcium and usually small quantities of iron, aluminum, and manganese as phosphates.

27. PERMISSIBLE VARIATION.—A permissible variation of 0.4 will be allowed, and all results in excess of the specified limit but within this permissible variation shall be reported as 5.00 per cent.

PHYSICAL TESTS

DETERMINATION OF SPECIFIC GRAVITY

28. APPARATUS.—The determination of specific gravity shall be made with a standardized Le Chatelier apparatus which conforms to the requirements illustrated in Fig. 1. This apparatus is standardized by the United States Bureau of Standards. Kerosene free from water, or benzine not lighter than 62° Baumé, shall be used in making this determination.

29-31. METHOD.—The flask shall be filled with either of these liquids to a point on the stem between zero and 1 cc and 64 g of cement, of the same temperature as the liquid, shall be slowly introduced, taking care that the cement does not adhere to the inside of the flask above the liquid and to free the cement from air by rolling the flask in an inclined position. After all the cement is introduced, the level of the liquid will rise to some division of the graduated neck; the difference between readings is the volume displaced by 64 g of the cement.

The specific gravity shall then be obtained from the formula

$$\text{Specific gravity} = \frac{\text{Weight of cement (g)}}{\text{Displaced volume (cc)}}$$

30. The flask, during the operation, shall be kept immersed in water, in order to avoid variations in the temperature of the liquid in the flask, which shall not exceed 0°.5 C. The results of repeated tests should agree within 0.01.

31. The determination of specific gravity shall be made on the cement as received; if it falls below 3.10, a second determination shall be made after igniting the sample as described in section 20.

DETERMINATION OF FINENESS

32-33. APPARATUS.—Wire cloth for standard sieves for cement shall be woven (not twilled) from brass, bronze, or other suitable wire, and mounted without distortion on frames not less than $1\frac{1}{4}$

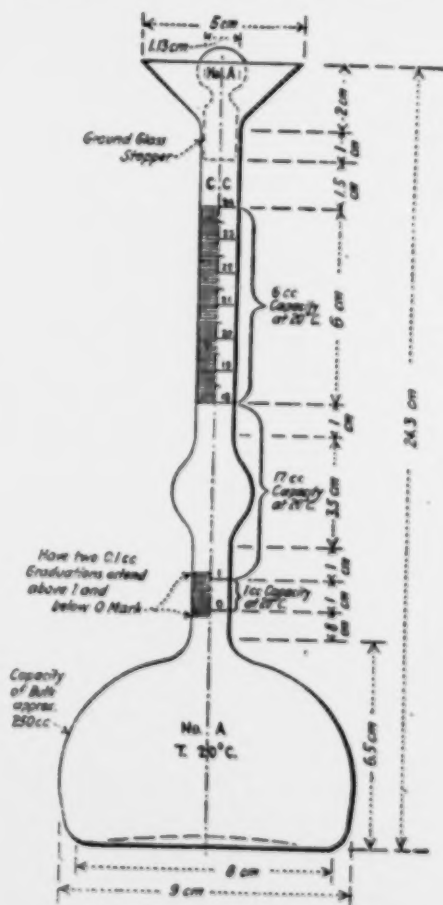


FIG. 1.—Le Chatelier apparatus for specific gravity determinations

inches below the top of the frame. The sieve frames shall be circular, approximately 8 inches in diameter, and may be provided with a pan and cover.

33. A standard No. 200 sieve is one having nominally an 0.0029-inch opening and 200 wires per inch standardized by the

United States Bureau of Standards, and conforming to the following requirements:

The No. 200 sieve should have 200 wires per inch, and the number of wires in any whole inch shall not be outside the limits of 192 to 208. No opening between adjacent parallel wires shall be more than 0.0050 inch in width. The diameter of the wire should be 0.0021 inch and the average diameter shall not be outside the limits 0.0019 to 0.0023 inch. The value of the sieve as determined by sieving tests made in conformity with the standard specification for these tests on a standardized cement which gives a residue of 25 to 20 per cent on the No. 200 sieve, or on other similarly graded material, shall not show a variation of more than 1.5 per cent above or below the standards maintained at the Bureau of Standards.

34-35. METHOD.—The test shall be made with 50 g of cement. The sieve shall be thoroughly clean and dry. The cement shall be placed on the No. 200 sieve, with pan and cover attached, if desired, and shall be held in one hand in a slightly inclined position so that the sample will be well distributed over the sieve, at the same time gently striking the side about 150 times per minute against the palm of the other hand on the up stroke. The sieve shall be turned every 25 strokes about one-sixth of a revolution in the same direction. The operation shall continue until not more than 0.05 g passes through in one minute of continuous sieving. The fineness shall be determined from the weight of the residue on the sieve expressed as a percentage of the weight of the original sample.

35. Mechanical sieving devices may be used, but the cement shall not be rejected if it meets the fineness requirement when tested by the hand method described in section 34.

36. PERMISSIBLE VARIATION.—A permissible variation of 1 will be allowed, and all results in excess of the specified limit but within this permissible variation shall be reported as 22 per cent.²

MIXING CEMENT PASTES AND MORTARS

37-38. METHOD.—The quantity of dry material to be mixed at one time shall not exceed 1000 g nor be less than 500 g. The proportions of cement or cement and sand shall be stated by weight in grams of the dry materials; the quantity of water shall be expressed in cubic centimeters (1 cc of water = 1 g). The dry materials shall be weighed, placed upon a nonabsorbent surface,

² See note 1 on p. 9.

thoroughly mixed dry if sand is used, and a crater formed in the center, into which the proper percentage of clean water shall be poured; the material on the outer edge shall be turned into the crater by the aid of a trowel. After an interval of one-half minute for the absorption of the water the operation shall be completed by continuous, vigorous mixing, squeezing and kneading with the hands for at least one minute.⁴ During the operation of mixing, the hands should be protected by rubber gloves.

38. The temperature of the room and the mixing water shall be maintained as nearly as practicable at 21° C (70° F).

NORMAL CONSISTENCY

39. APPARATUS.—The Vicat apparatus consists of a frame *A* (Fig. 2) bearing a movable rod *B*, weighing 300 g, one end *C* being 1 cm in diameter for a distance of 6 cm, the other having a removable needle *D*, 1 mm in diameter, 6 cm long. The rod is reversible, and can be held in any desired position by a screw *E*, and has midway between the ends a mark *F* which moves under a scale (graduated to millimeters) attached to the frame *A*. The paste is held in a conical, hard-rubber ring *G*, 7 cm in diameter at the base, 4 cm high, resting on a glass plate *H* about 10 cm square.

40-41. METHOD.—In making the determination, 500 g of cement, with a measured quantity of water, shall be kneaded into a paste, as described in section 37, and quickly formed into a ball with the hands, completing the operation by tossing it six times from one hand to the other, maintained about 6 inches apart; the ball resting in the palm of one hand shall be pressed into the larger end of the rubber ring held in the other hand, completely filling the ring with paste; the excess at the larger end shall then be removed by a single movement of the palm of the hand; the ring shall then be placed on its larger end on a glass plate and the excess paste at the smaller end sliced off at the top of the ring by a single oblique stroke of a trowel held at a slight angle with the top of the ring. During these operations care shall be taken not to compress the paste. The paste confined in the ring, resting on the plate, shall be placed under the rod, the larger end of which shall be brought in contact with the surface of the paste; the scale shall

⁴ In order to secure uniformity in the results of tests for the time of setting and tensile strength the manner of mixing above described should be carefully followed. At least one minute is necessary to obtain the desired plasticity which is not appreciably affected by continuing the mixing for several minutes. The exact time necessary is dependent upon the personal equation of the operator. The error in mixing should be on the side of overmixing.

be then read, and the rod quickly released. The paste shall be of normal consistency when the rod settles to a point 10 mm below the original surface in one-half minute after being released. The apparatus shall be free from all vibrations during the test. Trial pastes shall be made with varying percentages of water until the

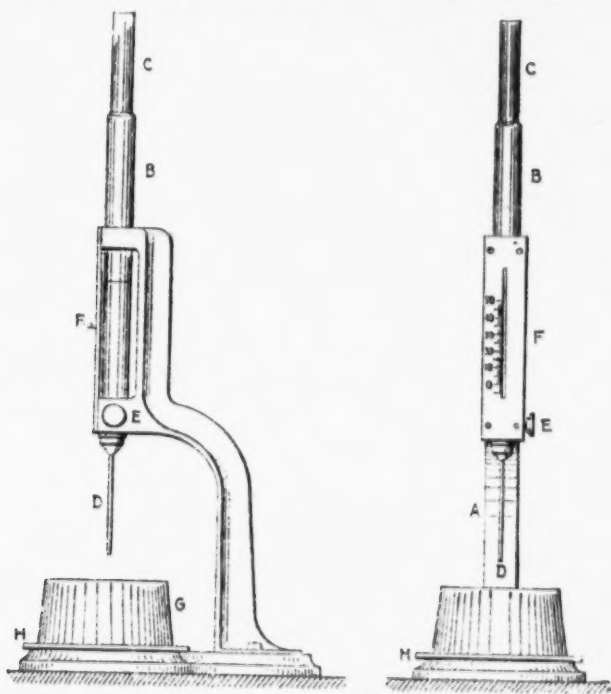


FIG. 2.—Vicat apparatus

normal consistency is obtained. The amount of water required shall be expressed in percentage by weight of the dry cement.

41. The consistency of standard mortar shall depend on the amount of water required to produce a paste of normal consistency from the same sample of cement. Having determined the normal consistency of the sample, the consistency of standard mortar made from the same sample shall be as indicated in Table 1, the values being in percentage of the combined dry weights of the cement and standard sand.

TABLE 1

Percentage of Water for Standard Mortars

Percentage of water for neat cement paste of normal consistency	Percentage of water for one cement, three standard Ottawa sand	Percentage of water for neat cement paste of normal consistency	Percentage of water for one cement, three standard Ottawa sand
15	9.0	23	10.3
16	9.2	24	10.5
17	9.3	25	10.7
18	9.5	26	10.8
19	9.7	27	11.0
20	9.8	28	11.2
21	10.0	29	11.3
22	10.2	30	11.5

DETERMINATION OF SOUNDNESS¹

42. APPARATUS.—A steam apparatus which can be maintained at a temperature between 98 and 100° C, or one similar to that shown in Fig. 3,¹ is recommended. The capacity of this apparatus may be increased by using a rack for holding the pats in a vertical or inclined position.

43-45. METHOD.—A pat from cement paste of normal consistency about 3 inches in diameter, one-half inch thick at the center, and tapering to a thin edge, shall be made on clean glass plates about 4 inches square, and stored in moist air for 24 hours. In molding the pat the cement paste shall first be flattened on the glass and the pat then formed by drawing the trowel from the outer edge toward the center.

44. The pat shall then be placed in an atmosphere of steam at a temperature between 98 and 100° C upon a suitable support 1 inch above boiling water for five hours.

45. Should the pat leave the plate, distortion may be detected best with a straight edge applied to the surface which was in contact with the plate.

DETERMINATION OF TIME OF SETTING

46. The following are alternate methods, either of which may be used as ordered:

47. VICAT APPARATUS.—The time of setting shall be determined with the Vicat apparatus described in section 39. (See Fig. 2.)

¹ Unsoundness is usually manifested by change in volume which causes distortion, cracking, checking, or disintegration. Pats improperly made or exposed to drying may develop what are known as shrinkage cracks within the first 24 hours and are not an indication of unsoundness. These conditions are illustrated in Fig. 4. The failure of the pats to remain on the glass or the cracking of the glass to which the pats are attached does not necessarily indicate unsoundness.

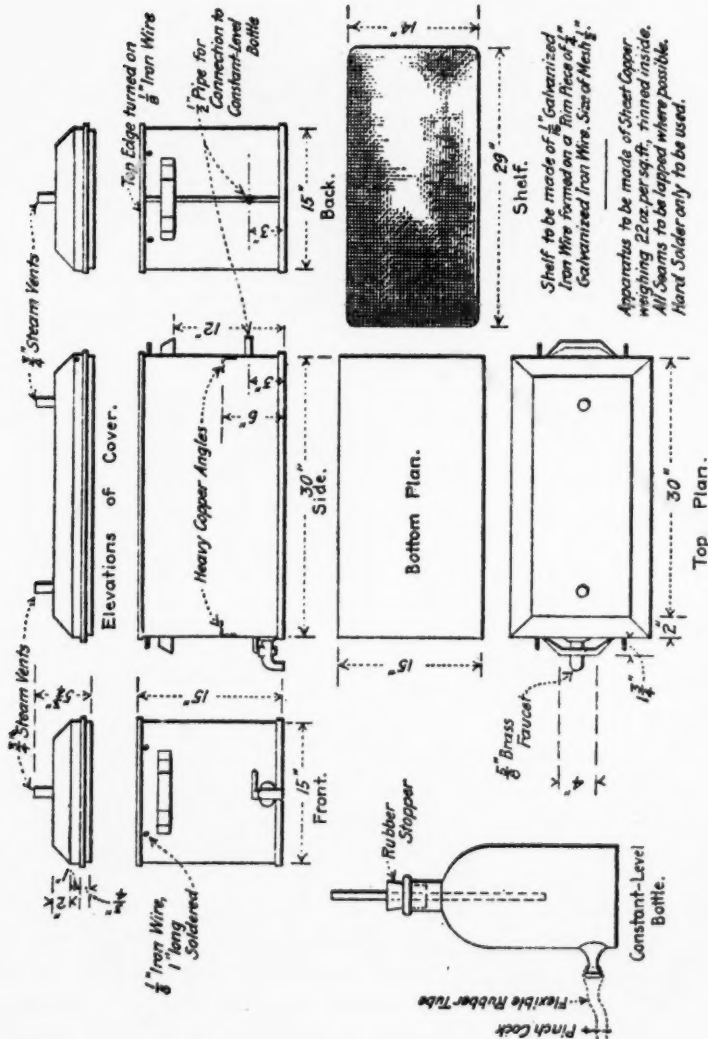


FIG. 3.—Apparatus for making soundness test of cement

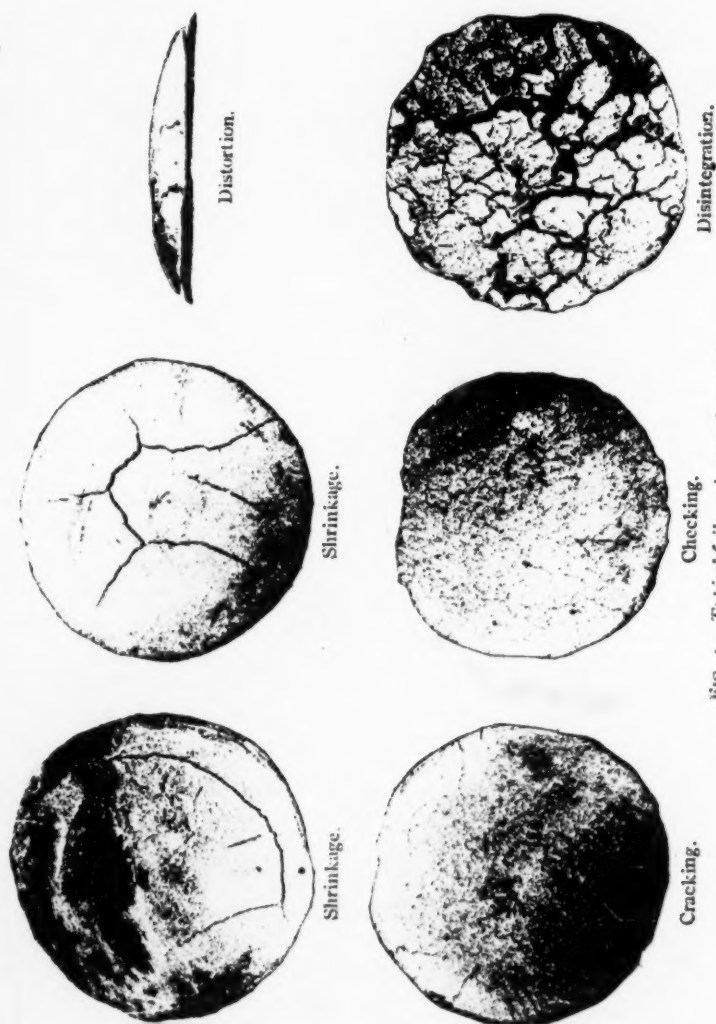
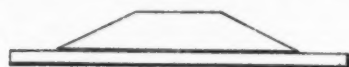
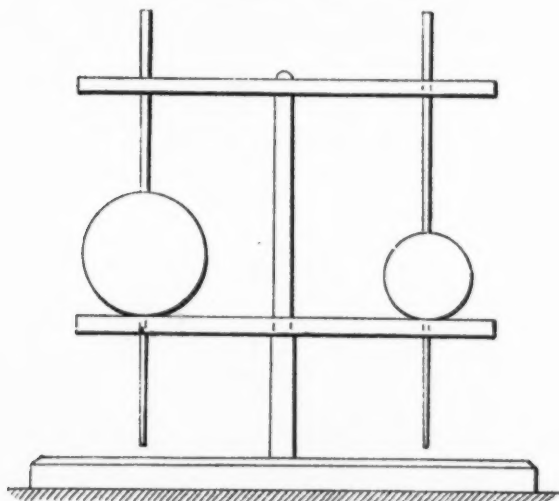


FIG. 4.—Typical failures in soundness test

48. VICAT METHOD.—A paste of normal consistency shall be molded in the hard-rubber ring *G*, as described in section 40, and placed under the rod *B*, the smaller end of which shall then be carefully brought in contact with the surface of the paste, and the rod quickly released. The initial set shall be said to have occurred when the needle ceases to pass a point 5 mm above the glass plate in one-half minute after being released, and the final set when the needle does not sink visibly into the paste. The test pieces shall



(a) Pat with Top Surface Flattened for Determining Time of Setting by Gillmore Method.



(b) Gillmore Needles.

FIG. 5

be kept in moist air during the test. This may be accomplished by placing them on a rack over water contained in a pan and covered by a damp cloth, kept from contact with them by means of a wire screen; or they may be stored in a moist closet. Care shall be taken to keep the needle clean, as the collection of cement on the sides of the needle retards the penetration, while cement on the point may increase the penetration. The time of setting is affected not only by the percentage and temperature of the water used and the amount of kneading the paste receives, but by the

temperature and humidity of the air, and its determination is therefore only approximate.

49. GILLMORE NEEDLES.—The time of setting shall be determined by the Gillmore needles. The Gillmore needles should preferably be mounted as shown in Fig. 5 (b).

50. GILLMORE METHOD.—The time of setting shall be determined as follows: A pat of neat cement paste about 3 inches in diame-

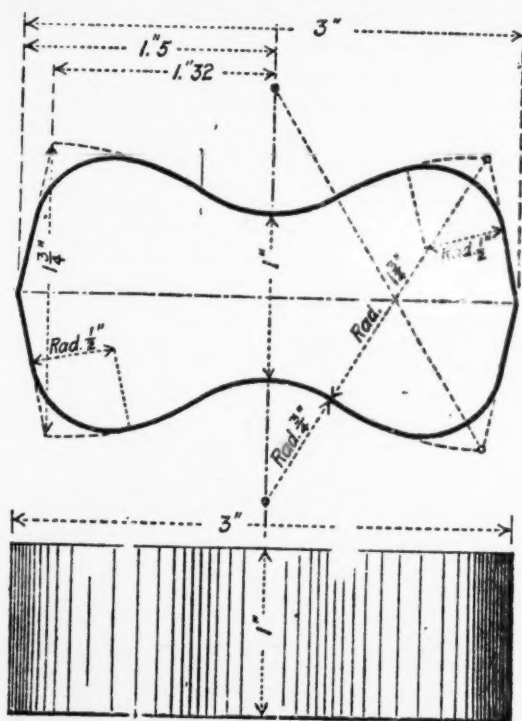


FIG. 6.—Details for briquette

ter and one-half inch in thickness with a flat top (Fig. 5 (a)), mixed to a normal consistency, shall be kept in moist air at a temperature maintained as nearly as practicable at 21° C (70° F). The cement shall be considered to have acquired its initial set when the pat will bear, without appreciable indentation, the Gillmore needle one-twelfth inch in diameter, loaded to weigh one-fourth pound. The final set has been acquired when the pat will bear without appreciable indentation, the Gillmore needle one-twenty-fourth inch in diameter, loaded to weigh 1 pound. In

making the test the needles shall be held in a vertical position and applied lightly to the surface of the pat.

TENSION TESTS

51. FORM OF TEST PIECE.—The form of test piece shown in Fig. 6 shall be used. The molds shall be made of noncorroding metal and have sufficient material in the sides to prevent spreading during molding. Gang molds when used shall be of the type shown in Fig. 7. Molds shall be wiped with an oily cloth before using.

52-54. STANDARD SAND.—The sand to be used shall be natural sand from Ottawa, Ill., screened to pass a No. 20 sieve and retained on a No. 30 sieve. This sand may be obtained from the Ottawa Silica Co., at a cost of 2 cents per pound, f. o. b. cars, Ottawa, Ill.

53. This sand, having passed the No. 20 sieve, shall be considered standard when not more than 5 g pass the No. 30 sieve after one minute continuous sieving of a 500 g sample.

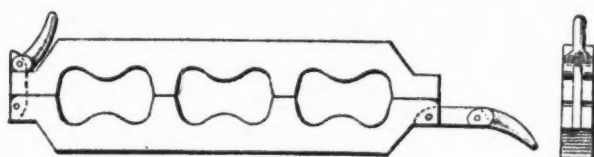


FIG. 7.—Gang mold

54. The sieves shall conform to the following specifications:

The No. 20 sieve shall have between 19.5 and 20.5 wires per whole inch of the warp wires and between 19 and 21 wires per whole inch of the shoot wires. The diameter of the wire should be 0.0165 inch and the average diameter shall not be outside the limits of 0.0160 and 0.0170 inch.

The No. 30 sieve shall have between 29.5 and 30.5 wires per whole inch of the warp wires and between 28.5 and 31.5 wires per whole inch of the shoot wires. The diameter of the wire should be 0.0110 inch and the average diameter shall not be outside the limits 0.0105 to 0.0115 inch.

55. MOLDING.—Immediately after mixing, the standard mortar shall be placed in the molds, pressed in firmly with the thumbs and smoothed off with a trowel without ramming. Additional mortar shall be heaped above the mold and smoothed off with a trowel; the trowel shall be drawn over the mold in such a manner as to exert a moderate pressure on the material. The

mold shall then be turned over and the operation of heaping, thumbing, and smoothing off repeated.

56-57. **TESTING.**—Tests shall be made with any standard machine. The briquettes shall be tested as soon as they are removed from the water. The bearing surfaces of the clips and briquettes shall be free from grains of sand or dirt. The briquettes shall be carefully centered and the load applied continuously at the rate of 600 pounds per minute.

57. Testing machines should be frequently calibrated in order to determine their accuracy.

58. **FAULTY BRIQUETTES.**—Briquettes that are manifestly faulty, or which give strengths differing more than 15 per cent from the average value of all test pieces made from the same sample and broken at the same period, shall not be considered in determining the tensile strength.

STORAGE OF TEST PIECES

59. **APPARATUS.**—The moist closet may consist of a soapstone, slate, or concrete box, or a wooden box lined with metal. If a wooden box is used, the interior should be covered with felt or broad wicking kept wet. The bottom of the moist closet should be covered with water. The interior of the closet should be provided with nonabsorbent shelves on which to place the test pieces, the shelves being so arranged that they may be withdrawn readily.

60-62. **METHODS.**—Unless otherwise specified, all test pieces, immediately after molding, shall be placed in the moist closet for from 20 to 24 hours.

61. The briquettes shall be kept in molds on glass plates in the moist closet for at least 20 hours. After 24 hours in moist air the briquettes shall be immersed in clean water in storage tanks of noncorroding material.

62. The air and water shall be maintained as nearly as practicable at a temperature of 21° C (70° F).

III. INTERPRETATION OF RESULTS

CHEMICAL

The composition of normal Portland cement has been the subject of a great deal of investigation, and it can be said that the quantities of silica, alumina, oxide of iron, lime, magnesia, and sulphuric anhydride can vary within fairly wide limits without materially affecting the quality of the material.

A normal American Portland cement which meets the standard specifications for soundness, setting time, and tensile strength has an approximate composition within the following limits:

	Pct. cent
Silica	19-25
Alumina	5-9
Iron oxide	2-4
Lime	60-64
Magnesia	1-5
Sulphur trioxide	1-2.00
Loss on ignition	0.5-3.00
Insoluble residue	0.1-0.85

It is also true that a number of cements have been made both here and abroad which have passed all standard physical tests in which these limits have been exceeded in one or more particulars, and it is equally true that a sound and satisfactory cement does not necessarily result from the above composition.

It is probable that further investigation will give a clearer understanding of the constitution of Portland cement, but at present chemical analysis furnishes but little indication of the quality of the material.

Defective cement usually results from imperfect manufacture, not from faulty composition. Cement made from very finely ground material, thoroughly mixed and properly burned, may be perfectly sound when containing more than the usual quantity of lime, while a cement low in lime may be entirely unsound due to careless manufacture.

The analysis of a cement will show the uniformity in composition of the product from individual mills, but will furnish little or no indication of the quality of the material. Occasional analysis

should, however, be made for record and to determine the loss on ignition and the quantity of sulphuric anhydride, magnesia, and insoluble residue present.

The ground clinker as it comes from the mill is usually quick setting, which requires correction. This is usually accomplished by the addition of a small quantity of more or less hydrated calcium sulphate, either gypsum or plaster of Paris. The maximum limit for sulphuric anhydride (SO_3) is 2 per cent, which is considered the maximum quantity necessary to control setting properties.

The specification prohibits the addition of any material subsequent to calcination except water and calcined or uncalcined gypsum, which latter is permitted to regulate the time of set. Other additions may be difficult or impossible to detect even by a careful mill inspection during the process of manufacture, but as the normal adulterant would be ground raw material, an excess of "insoluble residue" would reveal the addition of siliceous material, and an excess in "loss on ignition" would point to the addition of calcareous material when either is added in sufficient quantity to make the adulteration profitable.

The effect of relatively small quantities of magnesia (MgO) in normal Portland cement, while still under investigation, can be considered harmless. Earlier investigators believed that as magnesia had a slower rate of hydration than lime the hydration of any free magnesia (MgO) present would occur after the cement had set and cause disintegration.

The effect of magnesia was considered especially injurious when the cement was exposed to the action of sea water. More recent investigation has shown that cement can be made which is perfectly sound under all conditions when containing 5 per cent of magnesia, and it has also been found that the lime in Portland cement exposed to sea water is replaced by magnesia.

The maximum limit for magnesia has been set at 5 per cent, as it has been established that this quantity is not injurious and it is high enough to permit the use of the large quantities of raw material available in most sections of the country.

PHYSICAL

SPECIFIC GRAVITY

The specific gravity of a Portland cement is not an indication of its cementing value. It will vary with the constituents of the cement, especially with the content of iron oxide. Thus the

white or very light Portland cements, containing only a fraction of a per cent of iron oxide, usually have a comparatively low specific gravity ranging from 3.05 to 3.15, while a cement containing 3 to 4 per cent or more of iron oxide may have a specific gravity of 3.20 or even higher. It is materially affected by the temperature and duration of burning the cement, the hard-burned cement having the higher specific gravity. A comparatively low specific gravity does not necessarily indicate that a cement is underburned or adulterated, as large percentages of raw materials could be added to a cement with a normally high specific gravity before the gravity would be reduced below 3.10.

If a Portland cement fresh from the mill normally has a comparatively low specific gravity, upon aging it may absorb sufficient moisture and carbon dioxide to reduce the gravity below 3.10. It has been found that this does not appreciably affect the cementing value of the material; in fact, many cements are unsound until they have been aged.

The value of the specific gravity determination lies in the fact that it is easily made in the field or laboratory, and when the normal specific gravity of the cement is known, any considerable variation in quality due to underburning or the addition of foreign materials may be detected.

FINENESS

Only the extremely fine powder of cement called flour possesses appreciable cementing qualities, the coarser particles adding little or nothing to the cementing value. No sieve is fine enough to determine the flour in a cement, nor is there any other generally applied means of accurately and practically measuring the flour. Some cements grind easier than others, thus, although a larger percentage of one cement may pass the 200-mesh sieve than another, the former may have a smaller percentage of actual flour due to the difference in the hardness and the character of the clinker, and the method used in grinding. Thus the cementing value of different cements can not be compared directly upon their apparent fineness through a 200-mesh sieve. With cement from the same mill, with similar clinker and grinding machinery, however, it is probable that the greater the percentage which passes the 200-mesh sieve the greater the percentage of flour in that particular cement. Data at present available indicate that all Portland cements have greater cementing value as the fineness is increased.

MIXING

The homogeneity of the cement paste or mortar is dependent upon the thoroughness of the mixing, and this may have considerable influence upon the time of setting and the strength of the briquettes. Concordant results can be obtained only by using extreme care in mixing the paste or mortar.

NORMAL CONSISTENCY

The quantity of water used in making the paste or mortar from which the pats for soundness, tests of setting, and the briquettes are made is very important and may vitally affect the results obtained. The determination consists in measuring the quantity of water required to bring a cement to a certain state of plasticity.

SOUNDNESS

The purpose of this test is to detect those qualities in a cement which tend to destroy the strength and durability. Unsoundness is usually manifested by a change in volume which causes cracking, swelling, or disintegration. If the pat is not properly made, or if it is placed where it will be subject to any drying during the first 24 hours, it may develop what are known as shrinkage cracks, which are not an indication of unsoundness and should not be confused with disintegration cracks, as shown in Fig. 4, p. 22. No shrinkage cracks should develop after the first 24 or 48 hours. The failure of the pats to remain on the glass or the cracking of the glass to which the pat is attached does not necessarily indicate unsoundness. In molding the pats, the cement paste should first be flattened on the glass and the pat formed by drawing the trowel from the outer edge toward the center, as shown in Fig. 8.

TIME OF SETTING

The purpose of this test is to determine the time which elapses from the moment water is added until the paste ceases to be plastic and the time required for it to obtain a certain degree of hardness. The determination of the "initial set" or when plasticity ceases is the more important, as a disturbance of the material after this time may cause a loss of strength, and thus it is important that the mixing and molding or the incorporating of the material into the work be accomplished within this time. The time of setting by the Gillmore needles is usually determined upon the pat which is to be used for the soundness test,

the top surface being flattened somewhat, as shown in Fig. 5a, page 23. In using the Gillmore needles care should be taken to apply the needles in a vertical position and perpendicular to the surface of the pat. The rate of setting and hardening may be materially affected by slight changes in temperature. The percentage of water used in gauging and the humidity of the moist closet in which the test pieces are stored may also affect the setting somewhat.

TENSILE TESTS

Consistent results can only be obtained by exercising great care in molding and testing the briquettes. The correct method



FIG. 8.—Correct method of molding cement pat

of filling the mold is shown in Figs. 9 and 10. In testing the sides of the briquette and the clips should be thoroughly cleaned and free from grains of sand or dirt which would prevent a good bearing and the briquette should be carefully centered in the clips so as to avoid cross strains. It may be considered good laboratory practice if the individual briquettes of any set do not show a greater variation from the mean value than 10 per cent for sand mixtures. The 28-day mortar tests should not be omitted except in cases of emergency.



FIG. 9.—Correct method of filling briquette mold



FIG. 10.—Correct method of troweling surface of briquettes

IV. EXPLANATION OF CHANGES MADE IN REVISING THE ORIGINAL UNITED STATES GOVERNMENT SPECIFICATION FOR PORTLAND CEMENT⁶

INTRODUCTION AND RECOMMENDATIONS

At a meeting of the Departmental Conference held July 30, 1912, consideration was given to the following communication, dated March 7, 1912, which was received from the committee on standard specifications for cement of the American Society for Testing Materials:

In order to secure uniformity in specifications for cement, it is recommended that the board of direction of the American Society of Civil Engineers, the committee on standard specifications for cement of the American Society for Testing Materials, and the Government departmental committee on specifications for cement be each requested to appoint a committee of three to confer for the purpose of reconciling differences.

The Departmental Conference referred this matter to the departmental committee which had drawn up the present Government specification for Portland cement, with instructions to appoint a subcommittee to confer with committees of the American Society of Civil Engineers and American Society for Testing Materials.

The joint conference on "Uniform methods of tests and standard specifications for cement," as organized in conformity with the above resolution, was composed of the following:

Representing the American Society of Civil Engineers: Alfred Noble, George S. Webster, and R. L. Humphrey.

Representing the American Society for Testing Materials: George F. Swain, Olaf Hoff, and Clifford Richardson.

Representing the United States Government departmental committee: A. P. Davis, A. E. Phillips, and R. J. Wig.

This joint conference held nine meetings and the executive committee of the conference held 35 sessions of one or more days' duration.

Consideration was given to every detail of the specifications. Elaborate tests and investigations were made. Inquiries were

⁶ Printed here in accordance with the action of the Government conference from the report of the departmental committee to the conference, submitted Sept. 7, 1916.

submitted to many engineers, laboratories, and manufacturers for information which would be of assistance to the committee. Agreement of the conference was reached in April, 1915. A report of 145 printed pages containing the findings of the joint conference was submitted to the respective parent committees for consideration. Further investigations were made by these committees and their recommendations were given final consideration by the joint conference June 1, 1916.

The cement committee of the American Society for Testing Materials adopted these specifications with some few changes June 28, 1916, since which time they have been adopted by that society.

While certain modifications desired by the Government departmental committee were not accepted by the cement committee of the American Society for Testing Materials, the latter committee did accept many of the changes recommended by the Government committee, and therefore it is recommended that the Government Departmental Conference adopt these specifications, copy of which is appended, to be issued as the United States Government specification for Portland cement with a note under the title reading:

This specification is the result of several years' work of a Joint Conference representing the United States Government, the American Society of Civil Engineers, and the American Society for Testing Materials. This was adopted by the United States Government and by the American Society for Testing Materials to become effective January 1, 1917.

It is also recommended that a footnote reference be placed upon the fineness requirement of the specification, as follows:

The United States Government specification requires that on and after July 1, 1918, the residue on the standard No. 200 sieve shall not exceed 20 per cent by weight.

It is further recommended that in case the American Society for Testing Materials does not signify its intention of approving this latter requirement another Government conference should be called and other changes made in the specification as desired by the Government committee, but which are waived at this time in order to obtain uniformity.

Following is a discussion and explanation of the changes made in the specifications in making the revision of 1916. For convenience of reference the old version and the new version of each requirement are given preceding the comments.

DEFINITION

Old Version.—The cement shall be the product obtained by finely pulverizing clinker produced by calcining to incipient fusion an intimate mixture of properly proportioned argillaceous and calcareous substances, with only such additions subsequent to calcining as may be necessary to control certain properties. Such additions shall not exceed 3 per cent, by weight, of the calcined product.

New Version.—Portland cement is the product obtained by finely pulverizing clinker produced by calcining to incipient fusion an intimate and properly proportioned mixture of argillaceous and calcareous materials, with no additions subsequent to calcination excepting water and calcined or uncalcined gypsum.

The old definition was considered to partake of the nature of a specification and to be improper in including quantitative chemical restrictions which were specifically provided for elsewhere. Furthermore, no test is available whereby one may determine whether the 3 per cent limitation is exceeded. The limitations under "Chemical properties" prevent adulteration and the use of gypsum in quantities considered to be harmful.

CHEMICAL PROPERTIES

Old Version.—In the finished cement the following limits shall not be exceeded:

	Per cent
Loss on ignition for 15 minutes.....	4
Insoluble residue.....	1
Sulphuric anhydride (SO ₃).....	1.75
Magnesia (MgO).....	4

New Version.—The following limits shall not be exceeded:

	Per cent
Loss on ignition.....	4
Insoluble residue.....	0.85
Sulphuric anhydride (SO ₃).....	2
Magnesia (MgO).....	5

The phrase "Loss on ignition for 15 minutes" was modified by omitting the words "for 15 minutes" as the time and other provisions of the method of making the determination are given in the methods of tests.

The insoluble residue limitation was reduced from 1 to 0.85. This was done as all unadulterated cements were found to be well within this limitation.

The maximum limit for sulphuric anhydride (SO₃) was increased from 1.75 to 2 per cent because there was no evidence that the quality of the material would be impaired by such a change, and because the increase in the fineness requirement and further restriction in the time of setting made such a change desirable and logical. This permissible increase will probably be taken advantage of only by a limited number of mills, for gypsum is more expensive than cement and it is the desire of the manu-

tent of sulphuric anhydride fixed by European practice is as follows:

	Per cent.
France.....	7 3.00
England.....	2.75
Germany.....	2.50
Austria.....	2.50
Holland.....	2.50

The magnesia limitation was raised from 4 per cent to 5 per cent. All data available demonstrated that cements containing magnesia even in excess of 5 per cent were equal in quality to those containing less than 4 per cent. The change in this requirement reduces the cost of manufacture in some cases, and should increase competition.

SPECIFIC GRAVITY

Old Version.—The specific gravity of the cement shall be not less than 3.10. Should the cement as received fall below this requirement, a second test may be made upon a sample heated for 30 minutes at a very dull red heat.

New Version.—The specific gravity of cement shall be not less than 3.10 (3.07 for white Portland cement). Should the test of cement as received fall below this requirement, a second test may be made upon an ignited sample. The specific-gravity test will not be made unless specifically so ordered.

While the specific-gravity requirement is still included in the specification, it was the general opinion that it furnished little or no information of value relative to the quality of the cement. A cement meeting all other requirements was considered to be satisfactory irrespective of its specific gravity. Sufficient data were not available to warrant the complete elimination of this requirement, but the following clause was added:

The specific-gravity test will not be made unless specifically so ordered.

This makes the requirement still obligatory although the test may not be made by the purchaser. A clause is also inserted making white Portland cements acceptable if the specific gravity is 3.07 or higher. This was thought desirable as white Portland cements have a very low iron content which gives them a correspondingly lower specific gravity.

FINESS

Old Version.—Ninety-two (92) per cent of the cement, by weight, shall pass through the No. 100 sieve, and 75 per cent shall pass through the No. 200 sieve.

New Version.—The residue on a standard No. 200 sieve shall not exceed 22 per cent by weight.

NOTE.—The United States Government specification requires that on and after July 1, 1918, the residue on the standard No. 200 sieve shall not exceed 20 per cent by weight.

† Excepting in sea water, when it is 1.30.

The fineness requirement was changed by eliminating the requirement on the No. 100 sieve and requiring a residue of not more than 22 per cent in place of 25 per cent on the No. 200 sieve.

The Government committee desired to have the requirement raised to not more than 20 per cent residue on the No. 200 sieve. The cement committee of the American Society for Testing Materials, however, would not agree to this increased requirement, primarily on the basis that it would be a hardship upon certain manufacturers to meet such a requirement without ample time for changing plant equipment. All data available to the committees indicated that the finer the commercial cements are ground the more cementing value they possess, although the fineness of two cements of different manufacture may not furnish any indication of their relative cementing values in concrete.

The results of a rather comprehensive series of tests made in a number of laboratories with several brands of cement showed an average increase of 2 per cent in compressive strength at the age of one month for each 1 per cent increase in fineness between the limits considered, which vary from 77 to 83 per cent.

The information obtained indicates that the majority of cement mills are now meeting the 22 per cent residue requirement and a number are meeting the 20 per cent requirement. The departmental committee is of the opinion that fine grinding is a step in the right direction. For the sake of uniformity it has recommended that the 22 per cent residue requirement be temporarily adopted, the 20 per cent residue requirement to be made effective in 1918, which will give all manufacturers sufficient time to readjust their mills.

The study of available data showed that the relative fineness of that portion of cement which is retained on the No. 200 sieve is unimportant, as it has little or no cementing value. With present methods of grinding the great majority of cements meeting the present requirements of the No. 200 sieve will of necessity meet the requirements of the No. 100 sieve. Therefore the No. 100 sieve requirement has been omitted.

SOUNDNESS

Old Version.—Pats of neat cement prepared and treated as hereinafter prescribed shall remain firm and hard and show no sign of distortion, checking, cracking, or disintegrating. If the cement fails to meet the prescribed steaming test, the cement may be rejected or the steaming test repeated after seven or more days, at the option of the engineer.

New Version.—A pat of neat cement shall remain firm and hard and show no signs of distortion, cracking, checking, or disintegration in the steam test for soundness.

The soundness requirement was changed by omitting the test of neat cement pats exposed to air and water for 28 days and retaining only the test of a neat cement pat exposed in an atmosphere of steam for five hours.

Members of all committees expressed it as their experience that cements meeting the other requirements of the specification and the steam test for soundness never failed to meet the air and water soundness tests, therefore the latter were considered superfluous and were omitted.

The clause relative to retest before rejection has been inserted elsewhere in the specification under the heading "Rejection."

TIME OF SETTING

Old Version.—The cement shall not acquire its initial set in less than 45 minutes and must have acquired its final set within 10 hours.

New Version.—The cement shall not develop initial set in less than 45 minutes when the Vicat needle is used or 60 minutes when the Gillmore needle is used. Final set shall be attained within 10 hours.

The new specifications provide for the use of either the Vicat or the Gillmore needles, while the old specifications required the use of the Gillmore method only. There was a difference of opinion regarding the relative merits of these methods. After careful investigation it was decided to include both methods, as there was no material difference in their accuracy. Either one may be used as ordered by the engineer.

Tests have shown that the Gillmore needle requires on the average about 15 minutes more than the Vicat needle to indicate initial set, therefore the specific requirement is different for each needle.

The time of initial setting was increased from 45 minutes to 60 minutes by the Gillmore needle. This was deemed desirable, as it is not uncommon to find that cements which meet the old specification requirements in the laboratory become quick setting on the work where the temperature is 10° or more above that of the laboratory. This change was particularly desired by all members of the joint conference.

TENSILE STRENGTH

Old Version.—Briquettes made of neat cement, after being kept in moist air for 24 hours and the rest of the time in water, shall develop tensile strength per square inch as follows:

	Pounds
After 7 days.....	500
After 28 days.....	600

United States Government Specification for Portland Cement 39

Briquettes made up of 1 part cement and 3 parts standard Ottawa sand, by weight, shall develop tensile strength per square inch as follows: ¹

	Pounds
After 7 days.....	200
After 28 days.....	275

The average of the tensile strengths developed at each age by the briquettes in any set made from one sample is to be considered the strength of the sample at that age, excluding any results that are manifestly faulty.

The average strength of the sand-mortar briquettes at 28 days shall show an increase over the average strength at 7 days.

New Version.—The average tensile strength in pounds per square inch of not less than three standard mortar briquettes (see sec. 51) composed of one part cement and three parts standard sand, by weight, shall be equal to or higher than the following:

Age at test, days	Storage of briquettes	Tensile strength, pounds per square inch
7	1 day in moist air, 6 days in water.....	200
28	1 day in moist air, 27 days in water.....	300

The average tensile strength of standard mortar at 28 days shall be higher than the strength at 7 days.

The neat tests were eliminated from the specification, it being the general opinion that they were unreliable and misleading. For example, the results of tests of cements ground to increased fineness showed decreased strength in the neat tests, although there were substantial increases in the mortar and concrete tests. It was not uncommon to find retrogression with age in neat tests between 7 and 28 days, although substantial increases were obtained in mortar tests. This fact was recognized in the old Government specification by permitting such retrogression in neat tests.

The mortar strength requirement at 28 days was increased from 275 to 300 pounds. Tests substantiated by general experience showed that most cements gave strengths appreciably higher than the old requirement. It was also recognized that the increase in the fineness requirement would result in higher mortar strengths.

PACKAGES AND MARKING

Old Version.—Bids for furnishing cement or for doing work in which cement is to be used shall state the brand of cement proposed to be furnished and the mill at which made. The right is reserved to reject any cement which has not established itself as a high-grade Portland cement, and has not been made by the same mill for two years and given satisfaction in use for at least one year under climatic and other conditions at least equal in severity to those of the work proposed.

The cement shall be delivered in sacks, barrels, or other suitable packages (to be specified by the engineer), and shall be dry and free from lumps. Each package shall be plainly labeled with the name of the brand and of the manufacturer.

A sack of cement shall contain 94 pounds net. A barrel shall contain 376 pounds net. Any package that is short weight or broken or that contains damaged cement may be rejected, or accepted as a fractional package, at the option of the engineer.

New Version.—The cement shall be delivered in suitable bags or barrels with the brand and name of the manufacturer plainly marked thereon, unless shipped in bulk. A bag shall contain 94 pounds net. A barrel shall contain 376 pounds net.

The cement shall be stored in such a manner as to permit easy access for proper inspection and identification of each shipment, and in a suitable weather-tight building which will protect the cement from dampness.

The clause in the old specification relative to the rejection of cement not established as a high-grade Portland cement has been omitted from the new specification. The Government committee desired to have the following modified form of this clause inserted under the head of "Rejection":

The right is reserved to reject any mill product which is not established as a high-grade Portland cement.

The other committees, however, would not agree to the insertion of this clause and the Government committee waived its desires in the matter for the sake of uniformity.

The clause relative to rejection of packages short in weight is inserted in a modified form elsewhere in the specification under the heading "Rejection."

INSPECTION

Old version.—The cement shall be tested in accordance with the standard methods hereinafter described. In general, the cement will be inspected and tested after delivery, but partial or complete inspection at the mill may be called for in the specifications or contract. Tests may be made to determine the chemical composition, specific gravity, fineness, soundness, time of setting, and tensile strength, and a cement may be rejected in case it fails to meet any of the specified requirements. An agent of the contractor may be present at the making of the tests or they may be repeated in his presence.

In case of the failure of any of the tests, and if the contractor so desires, the engineer may, if he deem it to the interest of the United States, have any or all of the tests made or repeated by the Bureau of Standards, United States Department of Commerce, in the manner hereinafter specified, all expenses of such tests to be paid by the contractor. All such tests shall be made on samples furnished by the engineer.

New version.—Every facility shall be provided the purchaser for careful sampling and inspection at either the mill or at the site of the work, as may be specified by the purchaser. At least 10 days from the time of sampling shall be allowed for the completion of the 7-day test, and at least 31 days shall be allowed for the completion of the 28-day test. The cement shall be tested in accordance with the methods hereinafter prescribed. The 28-day test shall be waived only when specifically ordered.

The inspection clause has been entirely rewritten. That part referring to rejection has been placed elsewhere in the specification under the heading "Rejection." The paragraph referring to retest by the Bureau of Standards in cases of dispute has been omitted. In the new specification a minimum time is specified for the completion of tests. Specific provision is also made for

the omission of the 28-day tests only when specially so ordered by the engineer.

REJECTION

New Version.—The cement may be rejected if it fails to meet any of the requirements of these specifications.

Cement shall not be rejected on account of failure to meet the fineness requirement if upon retest after drying at 100° C. for one hour it meets this requirement.

Cement failing to meet the test for soundness in steam may be accepted if it passes a retest using a new sample at any time within 28 days thereafter.

Packages varying more than 5 per cent from the specified weight may be rejected; and if the average weight of packages in any shipment, as shown by weighing 50 packages taken at random, is less than that specified, the entire shipment may be rejected.

This is a new section of the specification embracing all references to the rejection of cement as taken from other portions of the old specification. The only new matter is a clause relative to the permissible variation in the weight of packages.

METHODS OF TESTS

The description of the methods of tests are of too great length to be repeated here. However, following are comments relative to the changes made.

SAMPLING

The description of the method of sampling has been entirely rewritten making the method specific for individual and composite and for car and bin sampling.

The departmental committee is not in favor of an invariable rule concerning the number of samples that may be required but waived its objection to this feature of the new specification for the sake of uniformity.

CHEMICAL ANALYSIS

Much attention was given to the method of chemical analysis. With the cooperation of Dr. W. F. Hillebrand and Clifford Richardson numerous tests were made by many laboratories and the old methods modified in the light of the results obtained.

A tolerance or permissible variation is also allowed on each determination. The purpose of this tolerance is to prevent the rejection of cement where the analysis shows that the restricted element exceeds the limitations of the specifications by no more than the probable error due to lack of reproducibility of chemical determinations. The majority of the Government committee is opposed to the inclusion of any tolerance allowance in the specification, believing that sufficient margin should be provided by the manufacturer to cover the probable error of test.

DETERMINATION OF SPECIFIC GRAVITY

The method of determining specific gravity was not changed from the old specification, although the description was somewhat modified; the method of igniting sample for retest was changed and the required temperature raised. The temperature allowed will drive off carbon dioxide (CO_2) and some other gases if present and would be objectionable if the specific gravity test were important.

DETERMINATION OF FINENESS

The description of the method has been expanded and slightly changed to make it more definite.

The most essential difference from the old specification is the insertion of a "tolerance" or "permissible variation" clause which provides for the acceptance of the cement unless the results show that the cement is actually coarser than the requirement, after allowing 1 per cent for the lack of reproducibility of the determination. The majority of the Government committee is opposed to the inclusion of a tolerance clause for the reason previously stated under chemical analysis.

MIXING CEMENT PASTES AND MORTARS

The only change made is in the verbiage to make the statement more clear and specific.

NORMAL CONSISTENCY

The Vicat method is substituted for the Ball method for the determination of normal consistency. A comprehensive series of tests was made which showed that the Vicat method gave slightly more concordant results.

DETERMINATION OF SOUNDNESS

No change was made in the method other than omitting the description of the air and water pat. The verbiage is modified slightly and illustrations are shown of a steam apparatus and typical failures of pats in the steam soundness test.

DETERMINATION OF TIME OF SETTING

The old specification provided only for the use of the Gillmore method. In the new specification both the Gillmore and Vicat methods are described and the specification permits the use of either.

TENSION TESTS

No essential change has been made in the method although the verbiage has been changed somewhat to make it more specific.

STORAGE OF TEST PIECES

No essential change has been made other than the insertion of the description of a moist closet for the storage of test pieces and placing a minimum limitation on the time which briquettes should be retained in the molds.

GENERAL REMARKS

The Government committee is of the opinion that the new specification is an improvement over the old. Certain essential requirements such as strength, fineness, and setting properties, have been increased, certain unessential requirements, such as tests of neat cement, 100-mesh sieve requirement, air and water soundness tests, etc., have been omitted. Other limitations which did not improve the quality of cement but were a handicap to certain manufacturers such as the low sulfuric anhydride and magnesia limitations have been made more liberal.

While the Government committee desired certain changes in the substance and form of these specifications it is of the opinion that the securing of generally recognized uniform specification for Portland cement in the United States is of greater importance and it must be recognized that such uniformity is made possible only by compromise.

The new specification, although an improvement over the old, can not be considered as entirely satisfactory, as there is no test which furnishes specific information as to the relative value in concrete of the products of different mills. Under the specification for fineness the cement may contain a large percentage of worthless material which could be made valuable by finer grinding, and improvement in this direction should be steady and persistent. Furthermore, the methods of tests so far devised are not as accurate as they should be. With the continuation of investigations and research further improvement should be possible in the near future.

Respectfully submitted.

Departmental Committee:

ARTHUR P. DAVIS, *Chairman*,
RUDOLPH J. WIG, *Secretary*,
HENRY C. NEWCOMER,
JOHN W. GINDER,
ASA E. PHILLIPS,
C. D. THURBER,
W. A. E. DOYING,
S. S. VOORHEES,

- 7. We are informed subscriber has reason to believe that cement under this contract is being diverted to other work.
- 8. Subscriber would like to know how much cement has been shipped on this contract.

Yours truly, Mid-West Cement Credit & Statistical Bureau.
C. R. Kayser, Manager. WDA.

This form to be used by Bureau in directing attention of other Associations to Specific Contracts in their reports.
[In triplicate.]

[fol. 1959]

Form 1

Cement Manufacturers' Protective Association
19 West 44th Street, New York

Date: February 9, 1920.

Cement Manufacturers' Protective Association, 19 West 44th Street,
New York.

GENTLEMEN: We desire to call attention to specific contract No. C-495 for Alpha Brand of Cement for 25,000 barrels sold to Akron Sewer Pipe Co., Cleveland, O., for delivery at Cleveland, Ohio, with remarks as indicated by check marks herein.

Check

- 1. This contract appears to be a duplication of ——— Company's No. —.
- X 2. We believe that if this job is investigated it will be found that the amount contracted for is more than the quantity required.
- 3. We know of no such work under construction or contemplated.
- 4. The construction work covered by this contract was completed — months ago.
- 5. We are informed that the company shown as the contractors on this work have never been awarded a contract.

[fol. 1959½]

- 6. We are informed that the work in question has been indefinitely postponed, for the reason that —.
- 7. We have reason to believe that cement under this contract is being diverted to other work.

Yours truly, Alpha Portland Cement Co.

(This form to be used by members in calling the attention of the Association to "Specific Contracts" upon which they desire further information.)

{fol. 1960}

Form 3

Audit Memo.—File Alpha C-495. Sent for Audit to F. B. Date 1/26/20. Signed Mid-West.

Cement Manufacturers' Protective Association
19 West 44th Street, New York
Paving, Curbs, and Sidewalks

Jan. 26, 1920.

No. C-495. Brand: Alpha. Delivery Point: Cleveland, Ohio.
Name- of Streets: Paving 13 streets in East View Village—So. Moreland Blvd.; E. 137th St.; E. 132d St.; Southington Rd.; Risley Rd.; No. Moreland Blvd.; Livingston Rd.; Keswick Rd.; Hampton Rd.; Corby Rd.; Ashwood Rd.; Albion Rd.; Becket Rd.

City or Town: Cleveland, Ohio. Total Am't of Contract: 25,000 bbls. Nothing shipped.

Purchaser: Akron Sewer Pipe Co. of Cleveland, O. Contractor: Cleveland Trinidad Paving Co.

Date of Contract: Dec. 8, 1919.

Has above contractor been awarded these streets? Yes.

Has work started? No. If so, when? —.

How much cement does contractor say he has used? None on this contract.

How much cement does contractor say he will use? About 10,500 bbls. Universal.

{fol. 1960½} Does contract cover full requirements? ☒ If not, what part? —.

What other brands used? Universal only thru Clev. Bldrs. Sup. Co.

Condition of work? Not started.

If work has not started state date it will go ahead? As soon as weather Permits.

Estimate date of completion? This year.

Kind of Paving? —. Sq. yds? —. Cement required — bbl.

Kind of Sidewalks? —. Sq. yds.? —. Cement required — bbl.

Lin. ft. Curb and Gutter —. Cement required — bbl.

Total —.

Source of information? 2/10/20. Mr. Cramer of Akron Sewer Pipe Co. said no cement has been delivered to date on this contract.

Remarks: 2/10/20. Mr. Robinson of Cleveland Trinidad Co. said they had not contracted for above cement but had placed their contract with the Clev. Bldrs. Sup. Co. for Universal cement to complete the above work estimating about 10,500 bbls. will be required

as there is about 50,000 sq. yds. paving with 6" concrete base and curbs and gutters all of which is to be done for Van Swengen Co.

Date: 2/10/20. Signed Frank Broomall.

This form to be used by auditor on the work.

I estimate this work will require about 10,000 bbls. cement.

Endorsed: Received Feb. 13, 1920. Cem't Mfg. Pro't. Ass'n.

[fol. 1961]

Form 4

Cement Manufacturers' Protective Association

19 West 44th Street, New York

File Alpha *C-495 2722

Date: March 5th, 1920.

DEAR SIR: The work covered by the following contract has been investigated and the facts as reported by the auditor are given below for your information:

Alpha *C-495.

Purchaser—Akron Sewer Pipe Co., Cleveland, Ohio. Paving 13 streets in East View Village, So. Moreland Blvd., Keswick Rd., E. 137th St., Hampton Rd., E. 132nd St., Corby Road, Southington Rd., Ashwood Rd., Risley Rd., Albion Rd., No. Moreland Blvd., Becket Road, Livingston Road, Cleveland, Ohio. Contractor—Cleveland Trinidad Paving Co. 25,000 barrels, nothing shipped. Date of Contract—12/8/19.

Above mentioned contractor has been awarded this contract. Work has not started. Contractor says he has used no cement on this contract, but will use about 10,500 bbls. Universal. Universal Brand only used—through Cleveland Bldrs. Supply Co., Work not started, but will go ahead as soon as weather permits. Date of completion estimated for this year.

Auditor visited Mr. Cramer of Akron Sewer Pipe Co. Mr. Cramer said no cement has been delivered to date on this contract. Mr. [fol. 1961½] Robinson of Cleveland Trinidad Co. said they had not contracted for above cement but had placed their contract with the Cleveland Bldrs. Sup. Co. for Universal cement to complete the above work estimating about 10,500 bbls. will be required as there is about 50,000 sq. yds. paving with 6" concrete base and curbs and gutters all of which is to be done for Van Swengen Co. Auditor estimates this work will require about 10,000 bbls. cement.

Date of Audit—February 10th, 1920.

Copy sent to Mid-West March 25th, 1920.

Cement Manufacturers' Protective Association, per ———.

(This form will be used by the Association when sending information on audited contracts to the manufacturers.)

[fol. 1962]

DEF'TS' EX. NO. D 3

Form 1

Cement Manufacturers' Protective Association
19 West 44th Street, New York

Date: November 18th, 1919.

Endorsed: Audited 11/19/19.

Cement Manufacturers' Protective Association, 19 West 44th Street,
New York

GENTLEMEN: We desire to call attention to specific contract No. Va-123 for Alpha Brand of Cement for 15,000 barrels sold to Woolf Milling Co. for delivery at Keyser, W. Va. with remarks as indicated by check marks herein.

(Check)

- 1. This contract appears to be a duplication of — Company's No. —.
- 2. We believe that if this job is investigated it will be found that the amount contracted for is more than the quantity required.
- 3. We know of no such work under construction or contemplated.
- 4. The construction work covered by this contract was completed — months ago.

[fol. 1962½]

- 5. We are informed that the company shown as the contractors on this work have never been awarded a contract.
- 6. We are informed that the work in question has been indefinitely postponed, for the reason that —.
- 7. We have reason to believe that cement under this contract is being diverted to other work.
We are informed that the work awarded the Company shown as contractors consists of Grading only and does not require any cement.

Yours truly, Lehigh Portland Cement Company. B. L.
Swett, Eastern Sales Manager.

(This form to be used by members in calling the attention of the Association to "Specific Contracts" upon which they desire further information.)

[fol. 1963]

Form 2

Cement Manufacturers' Protective Association

19 West 44th Street, New York

Buildings

Dec. 30, 1919.

No. Va-123. Brand: Alpha. Delivery Point: Blaine & Elk Garden, W. Va.

Description of Work: For use in building 7.66 miles Elk District Road, Mineral County.

Location: West Virginia. (St. and No.): —.

Contractor: H. W. Kaylor Co. Architect: —.

Purchaser: Woolf Milling Co., Keyser, W. Va. Total Am't of Contract: 15,000 bbls. Nothing shipped.

Date of contract: Oct. 3d, 1919.

Has above contractor been awarded this work? Yes, but work requires only small amt. of concrete.

Has work started? —. If so, when? —.

Is foundation in? —. Is superstructure started? —.

How many floors are completed? —.

How many floors to be finished? —.

How much cement did each floor take? —.

Give dimensions of building —.

What kind of construction—steel, reinforced concrete, etc. —.

How much cement does contractor say he has used? —.

How much more cement does contractor say he will use? —.

[fol. 1963½] What other brands are being furnished for this work? —.

If work has not started state date it will go ahead — —, —.

Estimate date of completion: — —, —.

Is any of the cement under this contract to be furnished to sub-contractors? —.

How much cement dealer's books show has been used? None.

Source of information: Visited dealer and county officials.

Remarks: Dealer says he has this contract but has delivered no cement as yet. Contractor started work last fall and worked until bad weather, he thinks the road is 7½ miles and 12' wide.

At County clerk office contract filed Sept. 9/19, for Elk District Road, with H. W. Kaylor.

Specifications show only 3 item using concrete i. e. 50 cu. yd. Class A concrete 60 cu. yds. Class B concrete and 250 cu. yds. of concrete rubble masonry which will not exceed 400 bbls. of cement.

County Engineer says no cement road will be built under present contract of H. W. Kaylor. When bids were called for, it was hoped that a concrete road could be built but at present they haven't enough money. He says under present contract with Kaylor the grading is being done and if a concrete road is to be

built new figures will be asked. Kaylor's contract is only about \$60,000.
 Date Jan. 14/20. Signed Harry I. Norton.
 This Form to be used by the Auditor on the Work.

Endorsed: Received Jan. 15, 1920. Cem't Mfg. Pro't Ass'n.
 [fol. 1964] Form 4

Cement Manufacturers' Protective Association
 19 West 44th Street, New York
 File Alpha Va-123. #2645

Date: January 16th, 1920.

DEAR SIR: The work covered by the following contract has been investigated and the facts as reported by the auditor are given below for your information:

Alpha Va-123.

Purchaser: Woolf Milling Co., Keyser, W. Va. For use in building 7.66 miles Elk District Road in Mineral County, Blaine & Elk Garden, W. Va. Contractor—H. W. Kaylor Co. 15,000 b'ls., nothing shipped. Date of contract—October 3d, 1919.

Above-mentioned contractor has been awarded this contract. Dealer's book show no cement delivered.

Auditor visited dealer and County officials.

Interview with dealer, who said he has this contract but has delivered no cement as yet. Contractor started work last Fall and worked until bad weather. He stated that he thought the road is $7\frac{1}{2}$ miles and 12' wide.

Auditor visited County Clerk's office—contract filed Sept. 9, 1919 for Elk District Road with H. W. Kaylor. Specifications show only three items using concrete: 50 cu. yds. Class A concrete; 60 [fol. 1964 $\frac{1}{2}$] cu. yds. Class B concrete and 250 cu. yds. of concrete rubble masonry, which will not exceed 400 bbls. cement.

Interview with County Engineer, who said no cement road will be built under present contract of H. W. Kaylor. When bids were called for it was hoped that a concrete road could be built but at present funds are lacking. He further stated that grading is being done under present contract with Kaylor and if a concrete road is to be built, new figures will be asked.

Date of audit—January 14th, 1920.

Copy to Lehigh—1/29/20.

Cement Manufacturers' Protective Association, per ———.

(This form will be used by the Association when sending information on audited contracts to the manufacturers.)

[fol. 1965]

DEF'TS' EX. No. D 4

Cement Manufacturers' Protective Association

The contents of this booklet refer to normal commercial business and are subject to such temporary modifications as may be made by Government orders and regulations for war purposes.

Instructions to Auditors

The Portland Cement industry in America has had a phenomenal growth, and during past years those engaged in its manufacture have struggled against conditions that were most unsatisfactory, arising from the many peculiar requirements in marketing this product, until it has become necessary to effect an organization to economically secure sound basic facts concerning the details of the industry which can be used individually and separately by the members.

In order to accomplish these aims—

The Cement Manufacturers Protective Association was organized in 1915 for the purpose of collecting and disseminating such accurate information as may serve to protect the manufacturers of Portland Cement against misrepresentations, deception and imposition, thereby enabling them each to conduct their business exactly as they please in [fol. 1965½] every respect and particular, free from misdirection by false or insufficient information concerning the following matters, to wit:

- (a) Information concerning credits.
- (b) Information concerning contracts which have been made for the delivery of cement, sufficiently complete to enable the manufacturer to protect himself against spurious contracts and like transactions induced by misrepresentation.
- (c) Information concerning freight rates on cement.
- (d) Statistical information as to production, stocks of cement and clinker on hand, and shipments.

To accomplish these purposes, the Association maintains an office and a force of traveling auditors who have the following instructions relative to auditing of contracts:

In going into a town to audit contracts, go first to the dealer and make clear to him the following:

1. That we are going to be frank with him and expect frankness in return.
2. That our object in auditing contracts is to secure information for the manufacturers as to their obligations as to the actual requirements of jobs according to all the terms and conditions of the contracts.
3. That manufacturing and shipping conditions are abnormal in every respect, and that we are making every effort to find out just exactly where the manufacturers stand with respect to their obligations so that they can protect both themselves and their customers.

[fol. 1966] 4. That we are auditing contracts, regardless of how old or how new they are.

5. That by ascertaining and determining their actual obligations the manufacturers will be in much stronger position to protect all of their customers.

6. That the manufacturers expect to live up to their obligations in every respect.

7. That we expect his full co-operation.

8. That it is his—the dealer's—advantage to cut his outstanding obligations down to a minimum.

Bear in mind for your personal information—

1. That the manufacturers are not trying to dodge or side-step any legitimate obligations.

2. That the manufacturers do not want to cancel bona fide contracts.

3. That the manufacturers do want to get the actual commitments on their books in line with the actual requirements of jobs that are bona fide.

4. That the manufacturers do want to cancel every job that is not bona fide and legitimate.

5. That by doing so the manufacturers can insure protection to all dealers who are obligated to deliver cement on legitimate contracts.

6. That the dealers as a rule will want to co-operate with us, when our position and reasons are explained to them.

7. That your information must not be based on hearsay.

[fol. 1966½] 8. That you must get information from every possible source. Put it all down, and then arrive at as accurate a conclusion as possible.

Members

Allentown Portland Cement Company,
Alpha Portland Cement Company,
Atlas Portland Cement Company,
Bath Portland Cement Company,
Coplay Cement Manufacturing Company,
Dexter Portland Cement Company,
Edison Portland Cement Company,
Giant Portland Cement Company,
Hercules Cement Corporation,
Knickerbocker Portland Cement Company,
Lawrence Cement Company,
Lehigh Portland Cement Company,
Nazareth Portland Cement Co.,
Penn-Allen Cement Company,

Pennsylvania Cement Company,
Phoenix Portland Cement Company,
Vulcanite Portland Cement Company.

Executive Offices

19 West 44th Street, New York City.
H. S. Gaines, Vice-President.
M. B. Phalen, Secretary.
July, 1918.

[fol. 1967]

DEF'ts' Ex. No. D 5

Form 1

Cement Manufacturers' Protective Association

19 West 44th Street, New York

Date: March 2nd, 1920.

Cement Manufacturers' Protective Association, 19 West 44th Street,
New York.

GENTLEMEN: We desire to call attention to specific contract No. 1538-758 for Phoenix Brand of Cement for 10,000 barrels sold to P. H. Fairlamb Company for delivery at Ogontz, Pa. with remarks as indicated by check marks herein.

Check

- 1. This contract appears to be a duplication of ——— Company's No. —.
- x 2. We believe that if this job is investigated it will be found that the amount contracted for is more than the quantity required.
- 3. We know of no such work under construction or con-
[fol. 1967½] templated.
- 4. The construction work covered by this contract was completed — months ago.
- 5. We are informed that the company shown as the contractors on this work have never been awarded a contract.
- 6. We are informed that the work in question has been indefinitely postponed, for the reason that —.
- 7. We have reason to believe that cement under this contract is being diverted to other work.

Yours truly, Lehigh Portland Cement Company. B. L.
Swett, Eastern Sales Manager.

(This form to be used by members in calling the attention of the Association to "Specific Contracts" upon which they desire further information.)

Endorsed: Received Mar. 3, 1920. Cem't Mfg. Prot. Ass'n.

[fol. 1968]

Form 1

Cement Manufacturers' Protective Association

19 West 44th Street, New York

Date: March 2, 1920.

Cement Manufacturers' Protective Association, 19 West 44th Street,
New York.

GENTLEMEN: We desire to call attention to specific contract No. 1538-758 for Phoenix Brand of Cement for 10,000 barrels sold to P. H. Fairlamb Company for delivery at Philadelphia, Pa. with remarks as indicated by check marks herein.

Check

- 1. This contract appears to be a duplication of ——— Company's No. —.
- 2. We believe that if this job is investigated it will be found that the amount contracted for is more than the quantity required.
- 3. We know of no such work under construction or contemplated.
- 4. The construction work covered by this contract was completed — months ago.
- 5. We are informed that the company shown as the contractors on this work have never been awarded a contract. [fol. 1968½]
- 6. We are informed that the work in question has been indefinitely postponed, for the reason that —.
- 7. We have reason to believe that cement under this contract is being diverted to other work.
Building contract has not yet been awarded.

Yours truly, Bath Portland Cement Co. W. G. Dutton, Sec-
ond Vice President.

(This form to be used by members in calling the attention of the Association to "Specific Contracts" upon which they desire further information.)

Endorsed: Received Mar. 3, 1920. Cem't Mfg. Prot. Ass'n.

[fol. 1969]

Form 2

Cement Manufacturers' Protective Association

19 West 44th Street, New York

Buildings

No. 1538-758. Brand: Phœnix. Delivery Point: Philadelphia, Pa.

Description of Work: Cheltenham High School. Owner: Cheltenham Township.

Location: Ogontz, Pa. (St. and No.): —.

Contractor: Felix Cantano. Architect: — —.

Purchaser: P. H. Fairlamb Co. Total Am't of Contract: 10,000 bbls.

Date of Contract: February 19th, 1920.

Has above contractor been awarded this work? No.

Has work started? No.

If so, when? —.

Is foundation in? —.

Is superstructure started? —.

How many floors are completed? —.

How many floors to be finished? —.

How much cement did each floor take? —.

Give dimensions of building. —.

What kind of construction—steel, reinforced concrete, etc.? —.

How much cement does contractor say he has used? —.

How much more cement does contractor say he will use? —.

[fol. 1969½] What other brands are being furnished for this work? —.

If work has not started state date it will go ahead? —.

Estimate date of completion. —.

Is any of the cement under this contract to be furnished to sub-contractors? —.

How much cement dealer's books show has been used? —.

Source of Information: Mr. W. Gilson, Consulting Engineer for H. C. Wise, Architect.

Remarks: Mr. Gilson said that this contract has not been awarded, and that in a few weeks, it will be advertised for bids. There will be some time before work is actually started.

This building is 96' x 264' and including retaining walls 30' high. Mr. Gilson said that it would require about 10,000 bbls.

Date: April 7, 1920. Signed: Albert G. Ward.

This Form is to be used by the Auditor on the Work.

Endorsed: Received Apr. 8, 1920. Cem't Mfg. Prot. Ass'n.

[fol. 1970]

Form 4

Cement Manufacturers' Protective Association

19 West 44th Street, New York

File Phoenix—1538-758. Date: April 30th, 1920. #2951

DEAR SIR: The work covered by the following contract has been investigated and the facts as reported by the auditor are given below for your information:

Phoenix—1538-758.

Purchaser—P. H. Fairlamb Company, Philadelphia, Pa. Cheltenham High School Owner, Cheltenham Twp, Ogontz, Pa. Contractor—Felix Cantano. 10,000 bbls. nothing shipped. Date of contract—February 19th, 1920.

Auditor visited Mr. W. Gilson, Consulting Engineer for H. C. Wise, Architect. Mr. Gilson stated that this contract has not been awarded and that in a few weeks it will be advertised for bids. There will be some time before work is actually started.

This building is 96 ft. x 264 ft., including retaining walls 30 ft. high. Mr. Gilson mentioned that it would require about 10,000 bbls.

Date of audit—April 7th, 1920.

Copies sent to Bath & Lehigh 5/24/20.

Cement Manufacturers' Protective Association, per ———.

(This form will be used by the Association when sending information on audited contracts to the manufacturers.)

[fol. 1970½]

Form 5

Cement Manufacturers' Protective Association

19 West 44th Street, New York

File Phoenix—1538-758. Date: April 30th, 1920. #2951

DEAR SIR: The work covered by the following contract has been investigated and the facts as reported by the auditor are given below for your information:

Phoenix—1538-758.

Purchaser—P. H. Fairlamb Company, Philadelphia, Pa. Cheltenham High School Owner, Cheltenham Twp, Ogontz, Pa. Contractor—Felix Cantano. 10,000 bbls. nothing shipped. Date of contract—February 19th, 1920.

Auditor visited Mr. W. Gilson, Consulting Engineer for H. C. Wise Architect. Mr. Gilson stated that this contract has not been awarded and that in a few weeks it will be advertised for bids. There will be some time before work is actually started.

This building is 96 ft. x 264 ft., including retaining walls 30 ft. high. Mr. Gilson mentioned that it would require about 10,000 bbls.

Date of audit—April 7th, 1920.

[fol. 1971] Kindly advise us whether the foregoing accords with your information and as to the standing of this contract. Unless we hear from you to the contrary by — —, — —, this audit will be considered complete and so reported.

Cement Manufacturers' Protective Association, per — —.

(This form will be used by the Association when submitting information on an audited contract to the manufacturer having the contract for comparison with information in possession of the manufacturer.)

[fol. 1971½]

DEF'TS' Ex. No. D 6

Form 1

Audited — —.

Cement Manufacturers' Protective Association

19 West 44th Street, New York

Date: Oct. 25/20.

Cement Manufacturers' Protective Association, 19 West 44th Street, New York.

GENTLEMEN: We desire to call attention to specific contract No. 1975 for Dragon Brand of Cement for 15,000 barrels sold to Ames Bldg. Mat. Co. for delivery at New York City with remarks as indicated by check marks herein.

Check

- 1. This contract appears — be a duplication of — Company's No. —.
 - 2. We believe that if this job is investigated it will be found that the amount contracted for is more than the quantity required.
 - 3. We know of no such work under construction or contemplated.
 - 4. The construction work covered by this contract was completed — months ago.
- [fol. 1972]
- 5. We are informed that the company shown as the contractors on this work have never been awarded a contract.
 - 6. We are informed that the work in question has been indefinitely postponed, for the reason that —.

..... 7. We have reason to believe that cement under this contract is being diverted to other work.

Yours truly, Lawrence Portland Cement Company. RAP.

(This form to be used by members in calling the attention of the Association to "Specific Contracts" upon which they desire further information.)

Endorsed: Received Oct. 26, 1920. Cem't Mfg. Prot. Ass'n, per
[fol. 1972½] Audit Memo.: File: Lawrence 1975. Sent for Audit
to ———. Date: Nov. 5, 1920. Signed J. J. Wall, Jr.

Form 3

Cement Manufacturers' Protective Association

19 West 44th Street, New York

Paving, Curbs, and Sidewalks

Nov. 5, 1920.

Please Investigate.

No. 1975. Brand: Lawrence. Delivery Point: New York City.
Name of Streets: Paving White Plains & Ellerton Ave., Bronx.
Union Paving Co., Contractors. Cohn & Ehardt, sub-contractors.

City or Town: Bronx, N. Y. Total Am't of Contract: 15,000
bbls. Bal. due 9-1-20: 12,514 bbls.

Purchaser: Ames Bldg. Mtl. Co., N. Y. C. Contractor: Cohn &
Ehardt.

Date of Contract: December 17th, 1919.

" " Expiration: " 31st, 1920.

Has above contractor been awarded these streets? ———.

Has work started? ———.

[fol. 1973] If so, when? ———, ———.

How much cement does contractor say he has used? ———.

How much cement does contractor say he will use? ———.

Does contract cover full requirements? ———.

If not, what part? ———.

What other brands used? ———.

Condition of work? ———.

If work has not started state date it will go ahead? ———, ———.

Estimate date of completion? ———, ———.

Kind of Paving? ———. Sq. yds.? ———. Cement required:
—— bbl.

Kind of Sidewalks? ———. Sq. yds.? ———. Cement required:
—— bbl.

Lin. ft. Curb and Gutter ———. Cement required: ——— bbl.

Total ———.

Source of information? ———.

Remarks: Mr. Burns in office of Union Paving Co. stated that he

did not know of the above work and he doubted whether the Union Paving Co., was ever awarded such a contract. Referred auditor to Mr. Beckwith President of Union Paving Co.

Mr. Beckwith was not acquainted with this work.

Mr. A. C. Bloom of Cohn and Ehardt stated he is in charge of field work, and does not know of the above work.

Date: ———, ———. Signed: ———, ———.

[fol. 1973½] This form to be used by auditor on the work.

Mr. Floyd McDowell, Borough Engr., stated he knew of no paving contract on Allerton Ave.

At location no paving work under construction.

Nov. 8th, 1920.

J. J. Wall, Jr.

Endorsed: Received Nov. 9, 1920. Cem't Mfg. Prot. Ass'n. per

[fol. 1974]

Form 5

Cement Manufacturers' Protective Association

19 West 44th Street, New York

Date: November 10, 1920.

Audit No. 4519.

Contract: Lawrence 1975.

Purchaser: Ames Building Material Company, New York City—
Work: Paving White Plains and Ellerton Avenue, Bronx, New
York—General Contractor: Union Paving Company—Sub-Con-
tractor: Cohn & Ehardt—Contract: December 17, 1919, 15,000
barrels—Balance due September 1, 1920, 12,514 barrels.

GENTLEMEN: The work covered by the above contract has been in-
vestigated and the facts as reported by the auditor are given below:

Mr. Burns, in office of the Union Paving Company, stated that he
did not know about the above work and he doubted whether the
Union Paving Company was ever awarded such a contract. He re-
ferred auditor to Mr. Beckwith, President of the Union Paving Com-
pany.

Mr. Beckwith was not acquainted with this work.

Mr. A. C. Bloom, of Cohn & Ehardt, stated that he is in charge
of field work and does not know of the above work.

[fol. 1974½] Mr. Floyd McDowell, Borough Engineer, stated that
he knew of no paving contract on Allerton Avenue.

At location, there is no paving work under construction.

Date of Audit—November 8, 1920.

Kindly advise us whether the foregoing accords with your in-
formation and as to the standing of this contract. Unless we hear
from you to the contrary by ——— this audit will be considered com-
plete and so reported.

Cement Manufacturers' Protective Association, per ———, ———,
FK.

(This form will be used by the Association when submitting in-
formation on an audited contract to the manufacturers having the

contract for comparison with information in possession of the manufacturer.)

[In triplicate.]

[fol. 1975]

DEF'TS' Ex. No. D 7

Form 1

Cement Manufacturers' Protective Association

19 West 44th Street, New York

Audited 1/17/20.

Date: January 16th, 1920.

Cement Manufacturers' Protective Association, 19 West 44th Street,
New York

GENTLEMEN: We desire to call attention to specific contract No. P-982 for Giant Brand of Cement for 10,000 barrels sold to Edwards Hdw. Company for delivery at Muncy, Pa. with remarks as indicated by check marks herein.

..... 1. This contract appears to be a duplication of — Company's No. —.

X 2. We believe that if this job is investigated it will be found that the amount contracted for is more than the quantity required.

..... 3. We know of no such work under construction or contemplated.

..... 4. The construction work covered by this contract was completed — months ago.

[fol. 1975½]

..... 5. We are informed that the company shown as the contractors on this work have never been awarded a contract.

..... 6. We are informed that the work in question has been indefinitely postponed, for the reason that —.

..... 7. We have reason to believe that cement under this contract is being diverted to other work.

Yours truly, Lehigh Portland Cement Company, B. L.
Swett, Eastern Sales Manager.

(This form to be used by members in calling the attention of the Association to "Specific Contracts" upon which they desire further information.)

Endorsed: Received Jan. 17, 1920. Cem't Mfg. Prot. Assn.

[fol. 1976]

Form 3

Cement Manufacturers' Protective Association

19 West 44th Street, New York

Paving, Curls, and Sidewalks

Jan. 19, 1920.

No. P-982 Brand: Giant. Delivery Point: Muncy, Pa.

Name of Streets: Streets, pavements, curbing (Pennsylvania State Reform Home for Women).

City or Town: Muncy, Pa. Total Am't of Contract: 10,000 bbls. Nothing shipped.

Purchaser: Edwards Hardware Co., Muncy, Pa. Contractor: E. C. Fish Company.

Date of contract: Dec. 10th, 1919.

Has above contractor been awarded these streets? See Remarks.

Has work started? See Remarks.

If so, when? ———, ———, ———.

How much cement does contractor say he has used? None on this contract.

How much cement does contractor say he will use? None on this contract.

Does contract cover full requirements? See Remarks.

If not, what part? ———.

What other brands used? See Remarks.

Condition of work? See Remarks.

If work has not started state date it will go ahead? See Remarks.

[fol. 1976½] Estimate date of completion? See Remarks.

Kind of Paving? ——— Sq. yds.? —. Cement required — bbl.

Kind of Sidewalks? Sq. yds.? —. Cement required — bbl.

1 in. ft. Curb and Gutter —. Cement required — bbl.

Total: ———.

Source of information? 1/29/20 Mr. Edwards of Edwards Hwre. Co. said no cement has been delivered to Fish & Co. to date on account of this contract.

Remarks: 1/29/20 Visited job & interviewed Mr. Lilley of Fish & Co. who said their work has been mostly landscape work and stone roads; but said they had used small amount of cement in catch basins, etc. He referred me to Mr. Fish for information on this contract.

1/30/20 Mr. Fish Pres. E. C. Fish & Co. said they had not contracted for above cement and will require only 15 or 20 bbls. to complete their contract which is for landscape work and macadam roads.

Date Jan. 30th, '20. Signed Frank Broomall.

This form to be used by auditor on the work.

Endorsed: Received Jan. 31, 1920. Cem't Mfg. Prot. Assn.

Annual Report Cement Manufacturers' Protective Association for
the Year 1920

Cement Manufacturers' Protective Association Annual Report—1920

Contents

	Page
Letter of transmittal.....	Preceding page 1
Report of the work of the Association for the year 1920.	
General	1
Scope as defined by Constitution and By-laws.....	1
Work of Association divided into two classes.....	1, 2
Reports and Statistics issued regularly.....	1, 2
Contracts investigated—number of.....	2
Credit Reports.....	3
Data in office available to credit managers.....	3
Contract Reports.....	3
Changes in Printed Contract Report.....	3
Increase in average size of contracts.....	4
Contract investigation.....	4
[fol. 1978] Total amount (Barrels) of contracts investigated..	4
Total requirements of contracts investigated.....	4
Proportion investigated of all contracts filed.....	4
Provision for Contract investigation in 1921.....	4
Field force and field work.....	5
Little opposition from dealers and contractors.....	5
Territory in which contracts were investigated....	5
Number and cost of investigations by years (Table)..	6
Production and Shipments.....	6
Freight Rates and Changes.....	6
Changes in Reports and Forms.....	7
Financial—Cost of doing work.....	7
Estimated and actual disbursements (Table).....	9
Meetings—number of attendance.....	8
Treasurer's Report.....	Following page 9

[fol. 1978½]

Appendix

Cement ground by months and years from 1915 to 1920 inclusive	Table 1
Stock on Hand by months and years from 1915 to 1920 inclusive	“ 2
Shipments by months and years from 1915 to 1920, in- clusive	“ 3
Graphical presentation of Tables 1, 2 and 3.....	Chart I
Comparative yearly Shipments of Each Company.....	Table 4
Graphical presentation of Table 4.....	Chart II
Contracts Filed plus Increases and Decreased by months and years from 1917 to 1920 inclusive.....	Table 5

Cancellations plus Decreases by months and years 1917 to 1920 inclusive.....	Table 6
Number of Contracts Filed and Cancelled and Average Size by years from 1917 to 1920 inclusive.....	Table 7
Total Commitments (Unshipped Balances) by months and years from 1916 to 1920 inclusive.....	Table 8
Graphical presentation of Tables 5, 6 and 8.....	Chart III
Summary of Past Due Accounts by months and years from 1917 to 1920 inclusive.....	Table 9
Graphical presentation of Table 9.....	Chart IV

[fol. 1979] Cement Manufacturers Protective Association 19 West
44th St., New York City

January 20, 1921.

To Member Companies:

In submitting the attached report of the work of the Cement Manufacturers Protective Association for the year 1920, the writer wishes to express his appreciation of the indulgence and assistance of the representatives of the member companies in his task of becoming acquainted with the objects, methods and business of the Association. What might have been a rather difficult task has not only been facilitated but has been made an extremely pleasant one.

Following a brief outline of the work of the past year are attached summary tables and graphical presentations of the statistics compiled by the Association since its organization. These have been prepared in order to facilitate reference to them and to enable a more ready comparison of current statistics to be made with old.

Respectfully submitted, (Signed) C. Raymond Hulsart,
Vice-President.

[fol. 1979½] Cement Manufacturers Protective Association 19 West
44th Street, New York City

Report of the Work of the Association for the Year 1920

General

The work of the Association continued during 1920 along the previously well established lines and within the scope defined by the Constitution and By-laws. As provided therein, this covers: (1) Credit Reports; (2) Contract Reports; (3) Contract Investigation; (4) Statistical Reports of Production Stocks and Shipments; (5) Freight Rates.

The routine work of the Association office and field force is divided into two general classes: (1) The receipt and issuing of reports and statistical information and (2) the investigation of cement contracts for specific work. The first consists of receiving, indexing and filing the reports from the member companies under the above

headings (except #3) and the compiling of this data for the preparation of the following fourteen Association Reports which have been issued regularly during the year:

Contract Reports

- Form 7—Daily Report of Contract Filed.
- “ 8—Daily Summary of Contracts Filed.
- “ 9—Monthly Summary of Contracts Filed.
- “ 10—Printed report of Contracts on File (Quarterly.)
- [fol. 1980] Form 11—Unshipped Balances of Contracts on File by States (Quarterly.)

Production and Shipments

- Form 12—Monthly Statistical Report of Production, Stocks and Shipments.
- “ 13—Percentage of Commitments as compared with Shipments. (Quarterly)
- “ 14—Report of Shipments for First Fifteen Days of each Month.
- “ 28—Commitments and Shipments on Various Classes of Construction by States. (Quarterly.)

Credit Reports

- Form 15—Monthly Credit Report of Overdue Accounts.
- “ 16—Summary of Monthly Credit Report.
- “ 17—Comparative Summaries of Monthly Credit Reports for past 12 months.
- “ 18—Summary of Accounts placed with Attorneys.

Miscellaneous

- Form 19—Bag Returns and Rejections. (Quarterly.)

The second class of Association work consists of the investigation of cement contracts, when requested, to determine their true status and the cement requirements of the specific work named; and the preparation of reports of the facts disclosed by these investigations for the information of the companies interested.

[fol. 1980½] The office work involved in the first class above is about proportional to the number of contracts filed, cancellations and changes. During 1920 the number of these have been about 25% greater than during the two previous years. The greater increase in the work of the Association has been in contract investigation. During the past year 2433 contracts were investigated as against 716 in 1919 and 483 in the last six months of 1918. No data is available for previous periods.

The office force has consisted of six to seven young women under the direction of the Secretary. The field force has varied from three to seven engineers.

(1) Credit Reports

Besides the Monthly Credit Report of Unpaid Accounts (Form 15) and the report of accounts placed in hands of Attorney, there is maintained in the Association office a card index of all over-due accounts for the past five years. This data is available to the credit managers and will be furnished upon request.

Table 9 gives the summaries of over-due accounts for each month from 1917 to 1920 inclusive. Chart IV shows the fluctuations in the amount of these accounts, illustrating seasonal and other changes.

(2) Contract Reports

The reports and summaries, listed on pages 1 and 2, of contracts filed, cancellations and changes were issued regularly during the [fol. 1981] year. The Printed Contract Report, which was formerly issued monthly, was issued Quarterly during 1920 as of March 1st, June 1st, September 1st and December 1st, comprising respectively 183, 189, 130 and 78 pages. This report was formerly arranged by States in order of the amount of contracts filed in the respective states. It is now arranged geographically by states from Maine southward. Heretofore, separate communities within greater New York but outside of Brooklyn, Manhattan and the Bronx have been listed alphabetically as separate cities under New York State. In accordance with the action of the Association on December 14th, all contracts in greater New York will hereafter be listed together, but divided into the five boroughs.

Table 5 gives the amount of New Contracts Filed plus Increases and Reinstatements, i. e. new business, or each month from 1917 to 1920 inclusive. Table 6 gives Cancellations plus Decreases for the same period. Table 8 gives the Total Commitments or Unshipped Balances at monthly or quarterly points from 1916 to 1920 inclusive. Chart III is a graphical presentation of the data in Tables 5, 6 and 8 illustrating seasonal and other changes.

Table 7 shows the practically uniform increase in the average size of cement contracts filed, from 2,206 barrels in 1917 to 3,260 barrels in 1920.

(3) Contract Investigation

During 1920, a much greater number of requests for investigation were received than during previous years. The total contract [fol. 1981½] amount of the contracts investigated was 9,233,160 barrels. The total actual cement requirements as estimated by our engineers was 5,703,130 barrels. A total difference of 3,530,030 barrels or an average difference of 1,539 barrels per contract.

The number of contracts investigated was equal to forty-six per cent of the number of contracts filed in 1920. The amount in barrels of the contracts investigated was equal to 54% of the total amount filed during the year.

It is not expected that so many investigations will be required in 1921. Provision has been made in the estimate of 1921 expenses for 1,500 to 2,000 investigations, depending upon the regularity that requests are received. (See table on page 5.)

The field force has averaged 5 $\frac{3}{4}$ engineers who have had a technical training and considerable experience in engineering or building construction. One especially qualified engineer spent a part of his time in the office to assist in the checking of estimates and technical features of the reports. The 2,433 investigations involved about 7,300 interviews by our engineers, beside surveys of construction, study of plans and preparation of estimates.

Except in comparatively few instances, our engineers met little opposition from dealers or contractors. Every effort was made to impress those interviewed with the reasonableness of our objects and to enlist their co-operation. It is fair to state that this co-operation has been extended and will continue to increase.

[fol. 1982] Beside establishing all of the facts relative to the status of contracts, the principal object in the field and office has been to secure and report accurate detailed estimates of the actual cement requirements, to enable the cement companies to know with certainty the amount they are obligated to deliver under the contracts investigated.

It has not been found practicable to assign engineers to fixed territories on account of the large area covered; from Maine to Georgia and west to Ohio and Kentucky. The Association office will continue to notify the member companies when it is planned to send an engineer to any certain territory. It is hoped however, that requests for investigation will not be held for such notice, as itineraries of engineers are determined by the number and location of requests on file.

Number and Cost of Contract Investigation by Years

Year	No. of contracts investigated	Investigations per auditor per month	Auditor's salaries and expenses	
			Total	Per inv'n
Last 6 months	483	27	\$4,876	\$10.10
1919	716	20	10,077	14.07
1920	2,433	42	20,964	8.62
1921 .....	...	..	.....	.....
Estimated	1,500 to 2,000	30 to 40	\$16,000	\$8 to \$10

[fol. 1982 $\frac{1}{2}$]

(4) Production and Shipments

The monthly Statistical Report of Production, Stocks and Shipments was issued regularly during the year. A stock of old forms not of standard size was used. Beginning with the report for January, 1921, a standard 11" x 17" form will be used with a center binding space for filing in a standard 8 $\frac{1}{2}$ " x 11" ring binder.

Tables 1, 2 and 3 give the statistics of Cement Ground, Stock on Hand and Shipments for each month from 1915 to 1920 inclusive. Chart 1 shows the same data graphically, illustrating seasonal fluctuations and other changes.

Table 4 gives the yearly shipments of each member company from 1915 to 1920 inclusive. Chart II shows the same data graphically, grouped both by years and by companies.

[fol. 1983] (5) Freight Rates and Changes

Twenty-nine notices of freight rate changes affecting 1,130 delivery points in 10 States were issued during the year. Also a table of corrections to apply to the rates given in the Freight Rate Books in order to apply the 40% increase in rates effective August 26th, 1920.

Data is now being compiled for the issue of a complete new set of Rate Books.

Changes in Reports and Forms

All reports have been reduced to a standard 8½" x 11" or 11" x 17", except the Monthly Statistical Report as noted above.

The printed Contract Report has been arranged geographically, and contracts in greater New York will hereafter be listed by Boroughs as noted above.

The forms for reporting contract investigations have been slightly changed to add to clearness and to provide a second or more pages which are necessary with the detailed estimates that are now made a part of most of the reports.

Form 28, Commitments and Shipments on Various Classes of Construction by States was first issued as of Sept. 1st, 1920, on three 11" x 17" mimeographed sheets. Action by the Association is now pending as to whether this report shall be printed in 1921 on one sheet. It has been prepared from only the active contracts listed in the Printed Contract Report and has not included shipments on cancelled or completed contracts. Our records will be so arranged in [fol. 1983½] 1921 as to include in Form 28, shipments for the year on all contracts whether active, cancelled or completed.

Financial

Column #1 of the table on page 9 gives the Budget for 1920 as estimated in January 1920; Column #2 shows the actual cost during 1920 of doing all of the work contemplated in the budget; and Column #3 the cost of additional auditors and office force ordered by the Association to cover the extraordinary amount of contract investigation. Column 4 gives the total disbursements for the year for all work whether contemplated in the budget or ordered during the year. The work contemplated in the budget actually cost about \$5,000 less than originally estimated. The cost of additional audi-

tors and office force to cover the extra contract investigations amounted to \$11,445.50. To cover this, an extra assessment of one-half mill amounting to \$13,456 was ordered by the Association at the meeting of Sept. 23rd, 1920.

A balance of \$9,177 will be carried over from 1920. The regular dues of two mills per barrel based on 1920 shipments will yield \$58,334 making a total sum of \$67,511 available for 1921. This provides \$5,311 for contingencies over and above the estimated expense for 1921.

Meetings

Nine regular meetings of the Association were held during 1920, meetings having been omitted in June, July and August. The proceedings at all meetings were reported stenographically and the minutes printed and distributed to the member companies. The average number of companies represented at meetings was 13.7. The average number of representatives attending was 17.

In addition to the regular monthly meetings of the Association, one meeting of credit managers was held on December 14th, 1920. The discussion at this meeting was reported stenographically, but not printed.

(Here follow side folio pages 1985-1998, inclusive.)

[fol. 1999]

DEF'TS' Ex. No. D 24

The Atlas Portland Cement Co.

New York

For the attention of C. A. Kimball, Sales Manager.

October 20, 1916.

Confirming our conversation in which you indicated that some of our competitors advanced prices 10¢ per barrel. Please arrange to issue your quotations at once, getting them all out by tonight if possible, making our base \$1.15 Northampton and \$1.25 Hudson to dealers.

Mr. Costello told me on the telephone that he had positive information that the Lehigh Company were quoting in his district on basis of \$1.25 Union Bridge, which made the Baltimore price to dealers \$1.40, and the price in the balance of the territory based on \$1.25, plus the rate from Union Bridge to various destinations. We want to raise our price to this basis. In other words, using \$1.25 Union Bridge, or \$1.15 Northampton, in that territory, whichever makes the lowest price at final destination.

I have not received any information of competitors changing prices at their basing points and, therefore, we want to continue to meet

ESTIMATED DISBURSEMENTS DURING 1920 and 1921

	\$1	\$2	\$3	\$4	\$5
	Disbursements during 1920				
		On work con- templated in Budget	On extra contract investigat- ion ordered by Association	Total of columns 2 and 3	Estimated disbursements for 1921
I T E M	Budget for 1920				
Printing Contract Reports	10000.00	8919.15	....	8919.15	8000.00
Printing Credit Reports	600.00	521.75	....	521.75	500.00
Printing Statistical Reports	300.00	510.00	....	510.00	500.00
Printing Minutes	500.00	302.42	....	302.42	500.00
Printing Freight Rate Books	....	....	....	....	2000.00
Salaries	25012.00	21701.91	6605.32	28307.23	27000.00
Vice-President	(2000.00)	(6230.58)	(5140.32)	(6230.58)	....
Auditors	(6300.00)	(8350.00)	(11490.32)	(11490.32)	....
Office	(10712.00)	(9121.33)	(1465.00)	(10586.33)	....
Office Expense (Stationery & Printing)	3000.00	3153.94	....	3153.94	3000.00
Postage	1200.00	794.20	....	794.20	1000.00
Telegraph & Telephone	600.00	460.05	....	460.05	600.00
Rent	1800.00	1800.00	....	1800.00	3600.00
Miscellaneous	1500.00	1003.18	....	1003.18	1500.00
Travelling Expenses	6000.00	6482.54	4840.18	11322.72	5000.00
Attorney's Fees	5000.00	5000.00	....	5000.00	5000.00
T O T A L	55512.00	50643.14	11445.50	62094.64	62200.00

Figures in parenthesis are included in total salaries above them.

FRANK H. WOODRUFF, JR.,
 CERTIFIED PUBLIC ACCOUNTANT, W. J.
 302 Broadway, New York, N. Y.

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS FOR YEAR ENDED JANUARY 15th, 1921.

<u>BALANCE.</u>	January 15th, 1920.		\$2,550.98
<u>RECEIPTS:</u>			
	Allentown Portland Cement Co.,	\$651.00	
	Alpha Portland Cement Co.,	6,965.00	
	Atlas Portland Cement Co.,	16,738.12	
	Bath Portland Cement Co.,	2,155.00	
	Coplay Cement Manufacturing Co.,	2,592.50	
	Dexter Portland Cement Co.,	2,182.50	
	Edison Portland Cement Co.,	2,810.74	
	Giant Portland Cement Co.,	2,195.00	
	Glens Falls Portland Cement Co.,	2,242.50	
	Hercules Cement Corporation,	1,457.50	
	Knickerbocker Cement Co.,	1,992.50	
	Lawrence Portland Cement Co.,	3,107.50	
	Lehigh Portland Cement Co.,	9,370.00	
	Nazareth Cement Co.,	2,030.00	
	Penn Allen Cement Co.,	1,622.50	
	Pennsylvania Cement Co.,	3,620.00	
	Phoenix Portland Cement Co.,	295.00	
	Security Cement & Lime Co.,	1,770.00	
	Vulcanite Portland Cement Co.,	2,512.50	
	Interest on Bank Balance	127.85	
	Refund Expenses,	300.00	
			<u>65,737.71</u>
			<u>\$68,288.69</u>
<u>DISBURSEMENTS:</u>			
	Printing Contract Reports,	\$8,919.15	
	Printing Credit Reports,	521.75	
	Printing Statistical Reports,	510.00	
	Minutes of Meetings,	302.42	
	Salaries,	28307.23	
	Office Expenses	3,153.94	
	Postage,	794.20	
	Telephone & Telegraph	460.05	
	Rent,	1,800.00	
	Miscellaneous Expenses,	1,003.18	
	Travel Expenses, (H. S. Gaines)	135.36	
	Travel Expenses, (C. R. Hulseart)	1,859.02	
	General Traveling Expenses	9,974.34	
	Attorney's Fees	5,000.00	
			<u>62,744.64</u>
<u>BALANCE.</u> --	January 15th, 1921		
	Farmers Loan & Trust Co.,	\$5,444.05	
	Petty Cash Fund,	100.00	
			<u>\$5,544.05</u>
<u>UNPAID ASSESSMENTS.</u>	(All 1920)	\$2,493.42	
<u>1920 Assessment rate:</u>	2 1/2 mills per barrel.		

January 20th, 1921.

CORRECT: FRANK H. WOODRUFF, JR.,
 Certified Public Accountant.

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION

TABLE 1

CEMENT GROUND

(Unit: 1000 bbls.)

MONTH	1915	1916	1917	1918	1919	1920
JANUARY }	2407*	1657	1978	779	1168	2089
FEBRUARY }	....	1688	1992	1015	1329	1632
MARCH	1440	1990	2214	1527	1502	1967
APRIL	2909	2186	2559	1766	1780	2467
MAY	3106	2859	3105	2493	2177	2747
JUNE	2951	2532	2573	2633	2319	2560
JULY	2710	2126	2607	2661	2560	2228
AUGUST	3482	2794	2537	2587	2726	2692
SEPTEMBER	2930	2465	2307	2335	2854	2822
OCTOBER	2916	3073	2387	1815	3004	3186
NOVEMBER	2920	2686	2037	1829	2625	3035
DECEMBER	2173	2302	1529	1688	1827	2222
TOTAL	29944	26352	27885	23128	25871	29645

* Clinker Produced

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION

TABLE 2

CEMENT STOCK ON HAND
(Unit: 1000 bbls)

MONTH	1915	1916	1917	1918	1919	1920
JANUARY	2475	4426	3515	2861	3561	2825
FEBRUARY	3610	5018	4279	2940	4138	3716
MARCH	3280	5474	4603	2491	4353	3927
APRIL	3456	5058	4316	1942	4264	3891
MAY	3715	4612	3969	1915	4324	4168
JUNE	3345	4882	3902	1954	4194	3550
JULY	3087	4536	4045	2199	4076	2246
AUGUST	3837	4079	3866	2434	3748	1545
SEPTEMBER	4003	3052	3213	2459	2781	1017
OCTOBER	4007	2370	2795	2377	2272	757
NOV	4033	2267	2546	2549	2229	1180
DECE	4265	2792	2722	3112	2046	2496

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION

TABLE 3

SHIPMENTS
(Unit: 1000 bbls.)

MONTH	1915	1916	1917	1918	1919	1920
JANUARY)	2161	1303	1206	599	720	1309
FEBRUARY )	....	1080	1032	1005	759	740
MARCH	1976	1526	2074	1883	1224	1712
APRIL	2755	2886	2936	2408	1855	2508
MAY	3064	2977	3419	2602	2110	2464
JUNE	3328	2722	2581	2503	2535	3231
JULY	2951	2483	2482	2492	2678	3543
AUGUST	2852	3362	2728	2347	3109	3375
SEPTEMBER	2747	3357	2949	2320	3758	3342
OCTOBER	2949	4010	2827	1899	3573	3454
NOVEMBER	2901	2661	2348	1606	2603	2601
DECEMBER	1982	1817	1371	1116	1988	
TOTAL	29666	30184	27953	22780	26912	

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION

TABLE 4

COMPARATIVE YEARLY SHIPMENTS OF EACH COMPANY.
(Unit:1000 bbls)

COMPANY	1915	1916	1917	1918	1919	1920
Allentown	901	793	695	426	651	543
Alpha	4380	3815	3684	2670	2786	3684
Atlas	5718	6816	6836	5291	6716	6928
Bath	620	582	592	450	862	772
Cayuga	60	297	....	....	340	503
Coplay	1688	1358	1156	992	1037	1095
Dexter	919	809	757	758	866	691
Edison	221	1287	1300	1160	1907	1378
Giant -L. V.	848	962	862	701	878	1034
Giant-Morfolk	....	....	168	....	....	....
Glens Falls	660	636	560	580	497	387
Hercules	....	....	*114	441	583	518
Knickerbocker	1080	913	963	830	797	967
Lawrence	1452	3107	1342	1155	1243	1472
Lehigh	4097	4115	3787	3096	3748	3825
Mazareth	1066	1143	1001	830	812	1087
Peon Allan	628	721	638	496	609	596
Pennsylvania	1133	1111	1186	1326	1109	1185
Phoenix	619	531	526	84	118	623
Security	613	635	698	600	703	729
Virginia	820	916	....	....	....	....
Vulcanite	1175	1437	1086	894	1005	1170
Glimohfield	755	....	....	....	....	....
Millen	213	....	....	....	....	....
Totals	29666	30184	27953	22780	26912	29167

*Five months.

1915

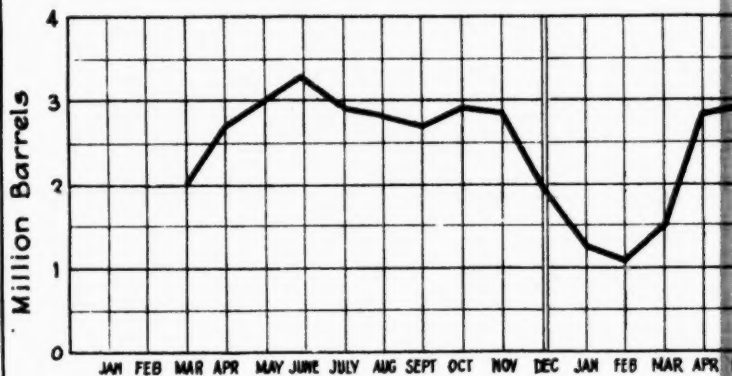
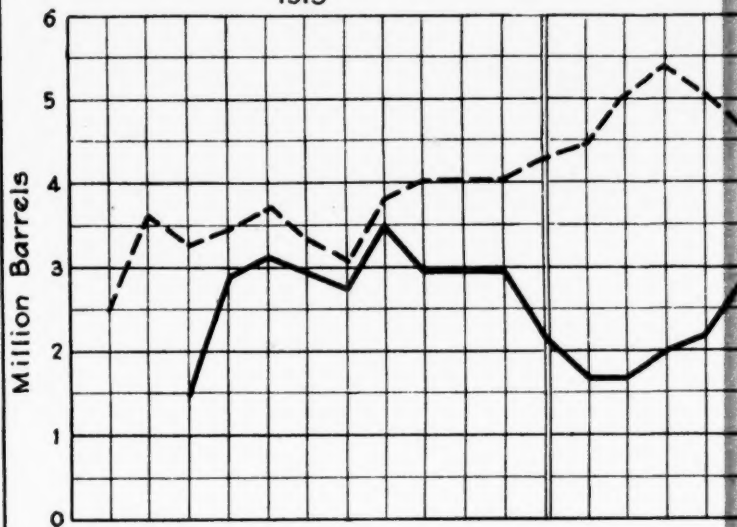
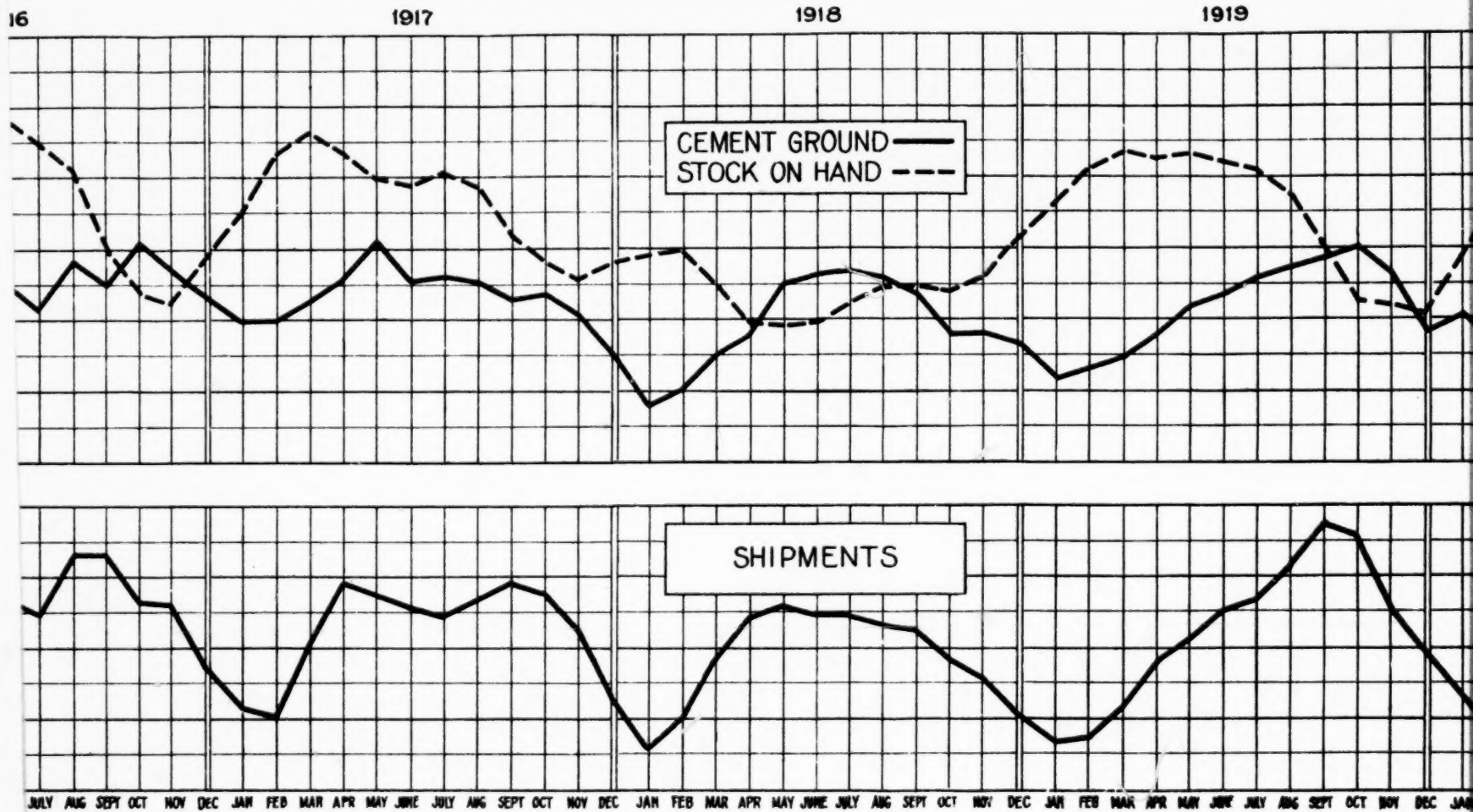
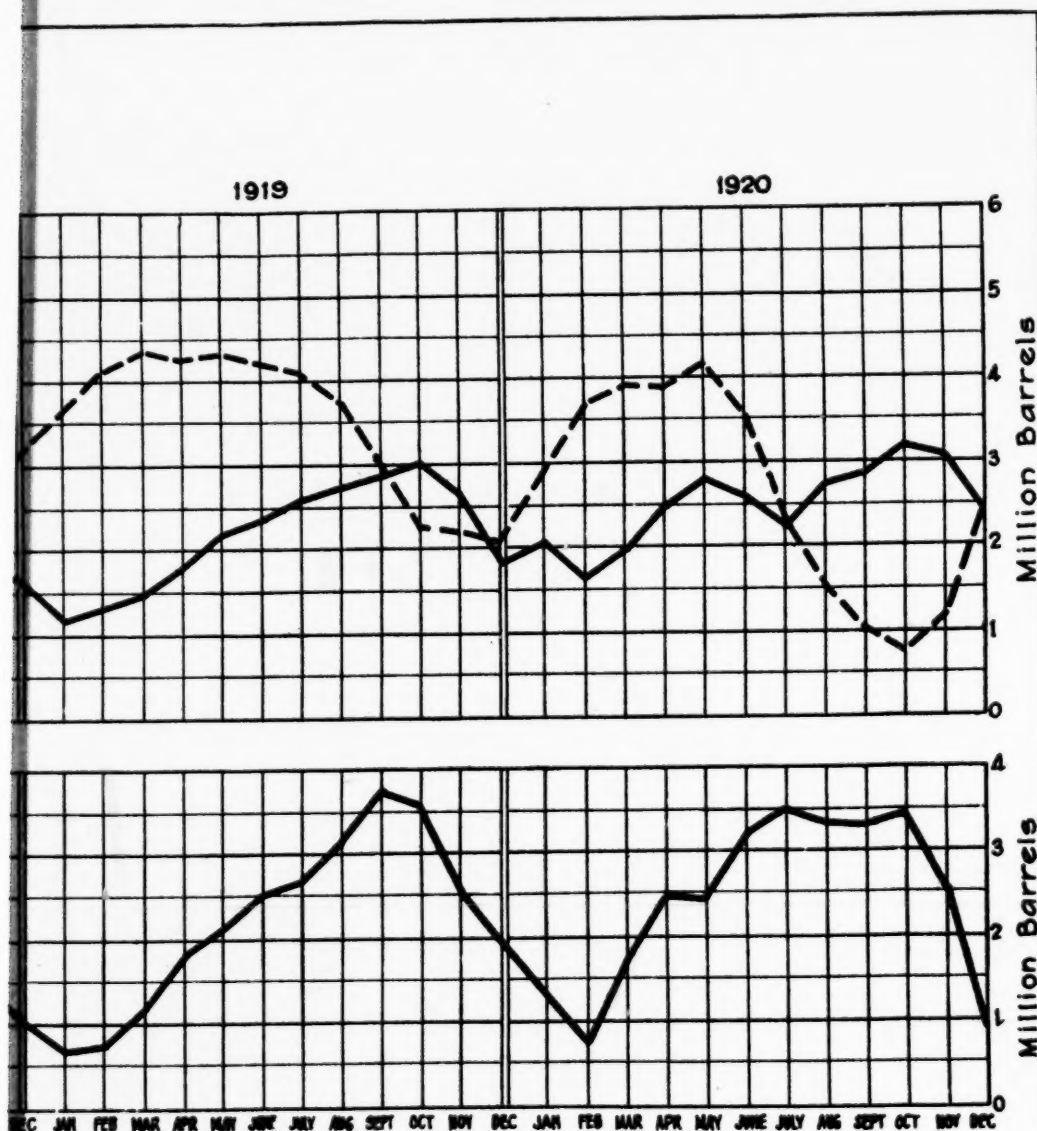


Chart I

CEMENT GROUND AND STOCK ON HAND — SHIPMENTS





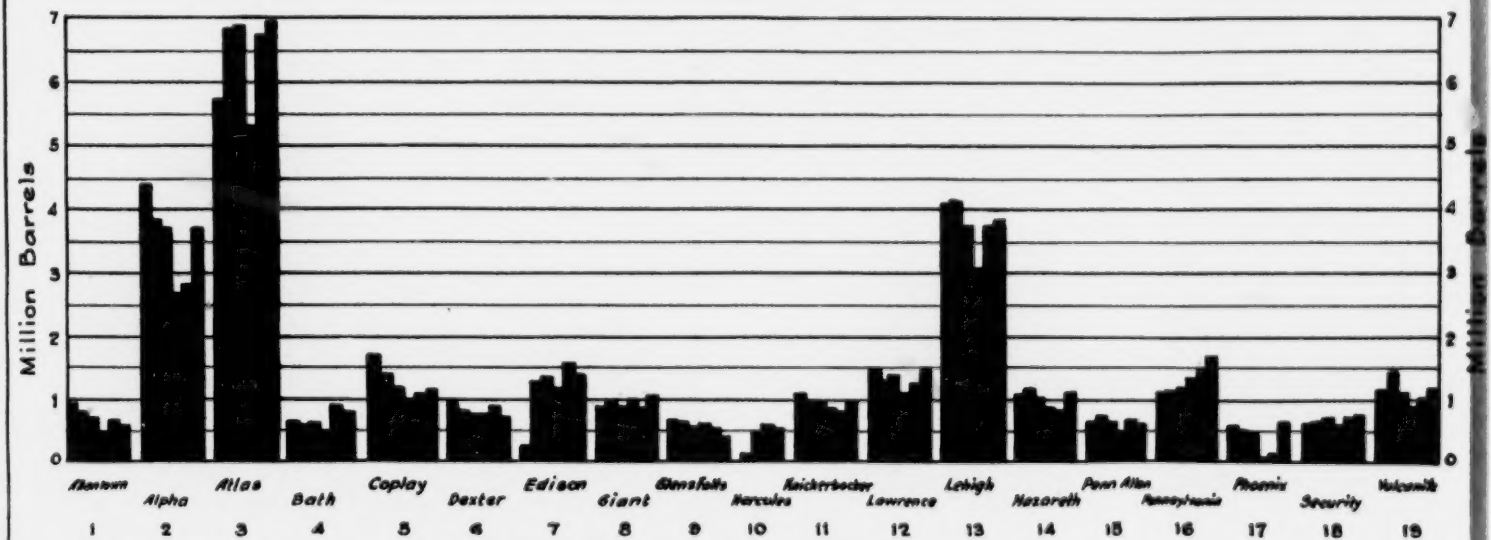
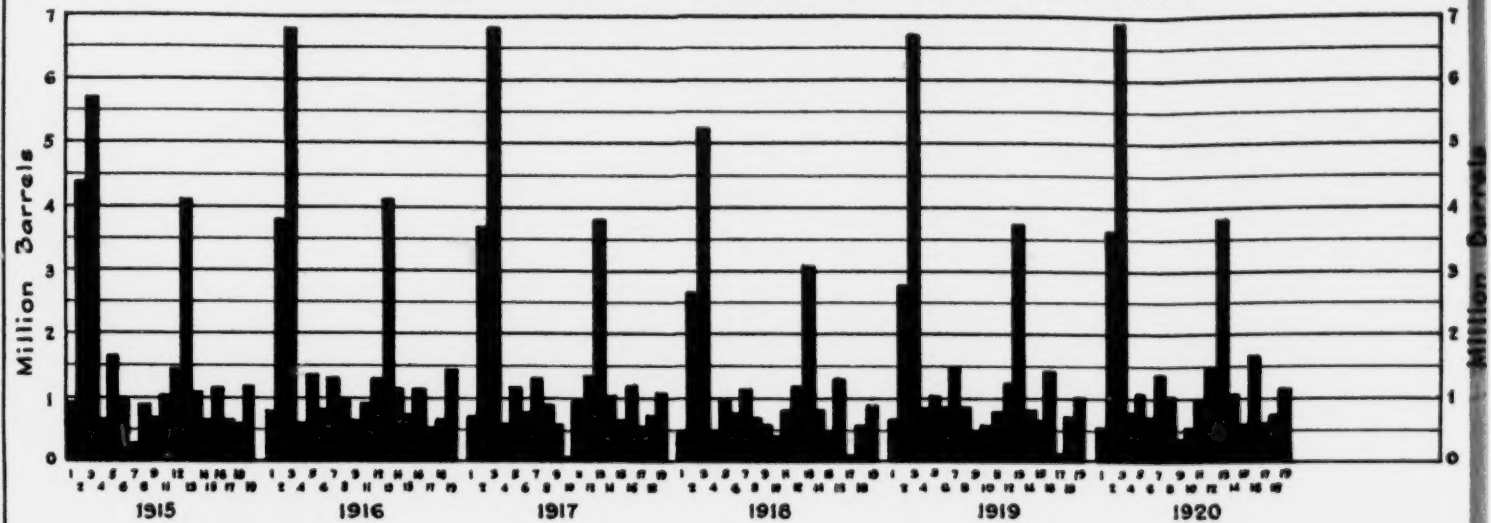
COMPARATIVE YEARLY PRODUCTION

Six Years Average	100 %
1915	109 %
1916	103.2 %
1917	101.5 %
1918	84.2 %
1919	94.2 %
1920	107.9 %

COMPARATIVE YEARLY SHIPMENTS

Six Years Average	100 %
1915	106.8 %
1916	108.7 %
1917	100.6 %
1918	82 %
1919	96.8 %
1920	105 %

COMPARATIVE YEARLY SHIPMENTS OF EACH COMPANY



Each Company is shown from 1915 to 1921 (left to right) except Hercules, 1917 (5 months) to 1921.

Numbers in upper diagram indicate corresponding numbered Companies in lower diagram.

COMP

Alle
Alph
Atla
Bath
Cayn
Copl
Dext
Edie
Glan
Glan
Glan
Glan
Herc
Knich
Lawr
Lohli
Nasal
Penn
Penn
Phoe
Secur
Virg
Vulca
Clim
Mille

Total

*Five

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION

TABLE 5

CONTRACTS FILED PLUS INCREASES AND REINSTATEMENTS
(Unit: 1000 bbls.)

MONTH	1917	1918	1919	1920
JANUARY	3500	2222	145	6372
FEBRUARY	1264	1329	140	2464
MARCH	3083	2913	175	1930
APRIL	2513	2332	479	2361
MAY	....	838	1058	988
JUNE	....	880	1816	805
JULY	....	661	2514	538
AUGUST	....	964	3717	394
SEPTEMBER	731	477	1929	386
OCTOBER	937	270	2023	358
NOVEMBER	1119	201	1608	290
DECEMBER	1469	108	5836	208
TOTALS	19804	12795	21440	17114

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION

TABLE 6

CANCELLATIONS PLUS DECREASES
(Unit: 1000 bbls)

MONTH	1917	1918	1919	1920
JANUARY	602	1415	1549	25
FEBRUARY	467	379	104	1772
MARCH	741	693	150	810
APRIL	768	864	155	343
MAY	....	441	78	525
JUNE	....	352	323	823
JULY	....	785	187	1427
AUGUST	....	348	228	1440
SEPTEMBER	342	657	291	1052
OCTOBER	772	541	503	1024
NOVEMBER	634	514	253	912
DECEMBER	683	1225	522	1483
TOTALS	7084	8214	4373	11636

CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION

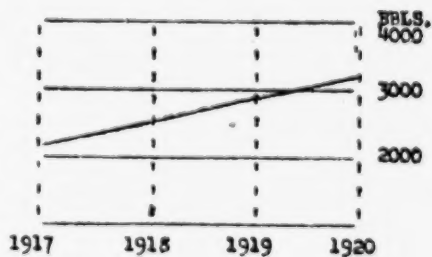
TABLE 7

YEARLY NUMBER OF CONTRACTS AND AVERAGE SIZE.

NUMBER OF CONTRACTS	1917	1918	1919	1920
FILED	8976	5124	7236	5249
WHOLLY OR PARTLY CANCELLED	4751	3833	2119	6295

AVERAGE AMOUNT PER CONTRACT
(Unit - Barrels)

1917	1918	1919	1920
2206	2497	2963	3260





1996

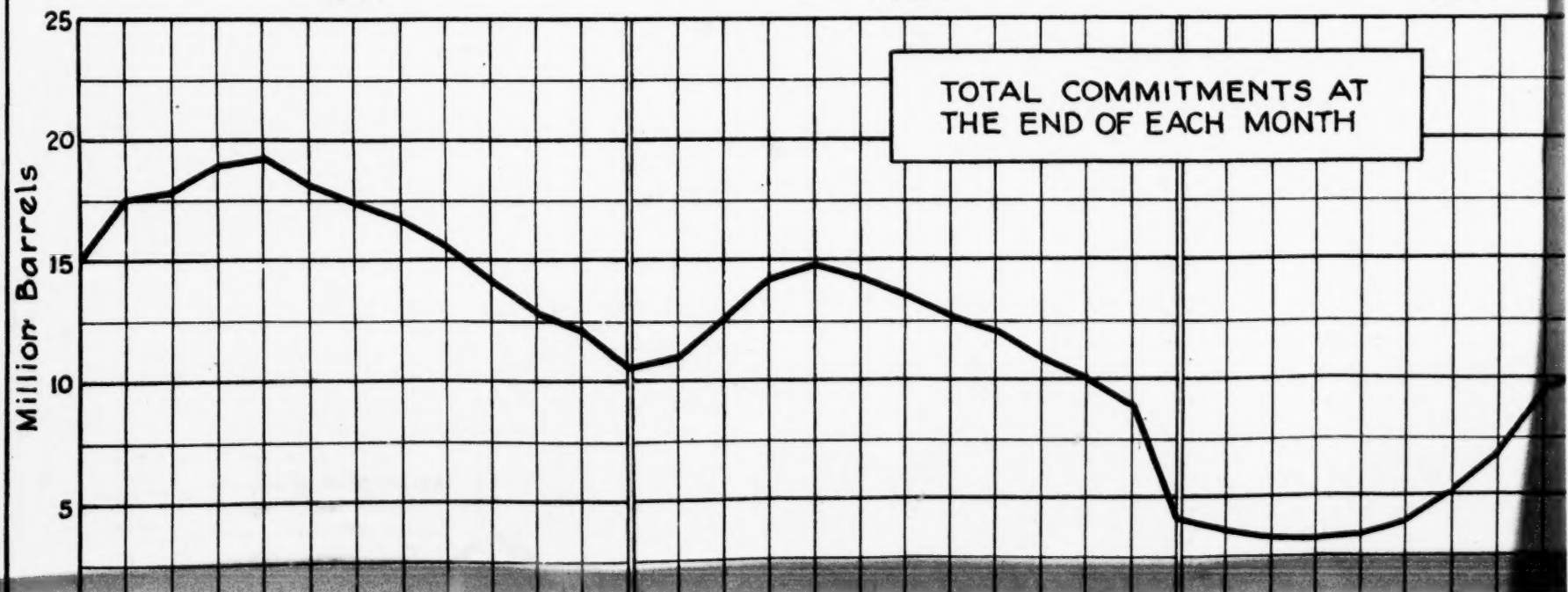
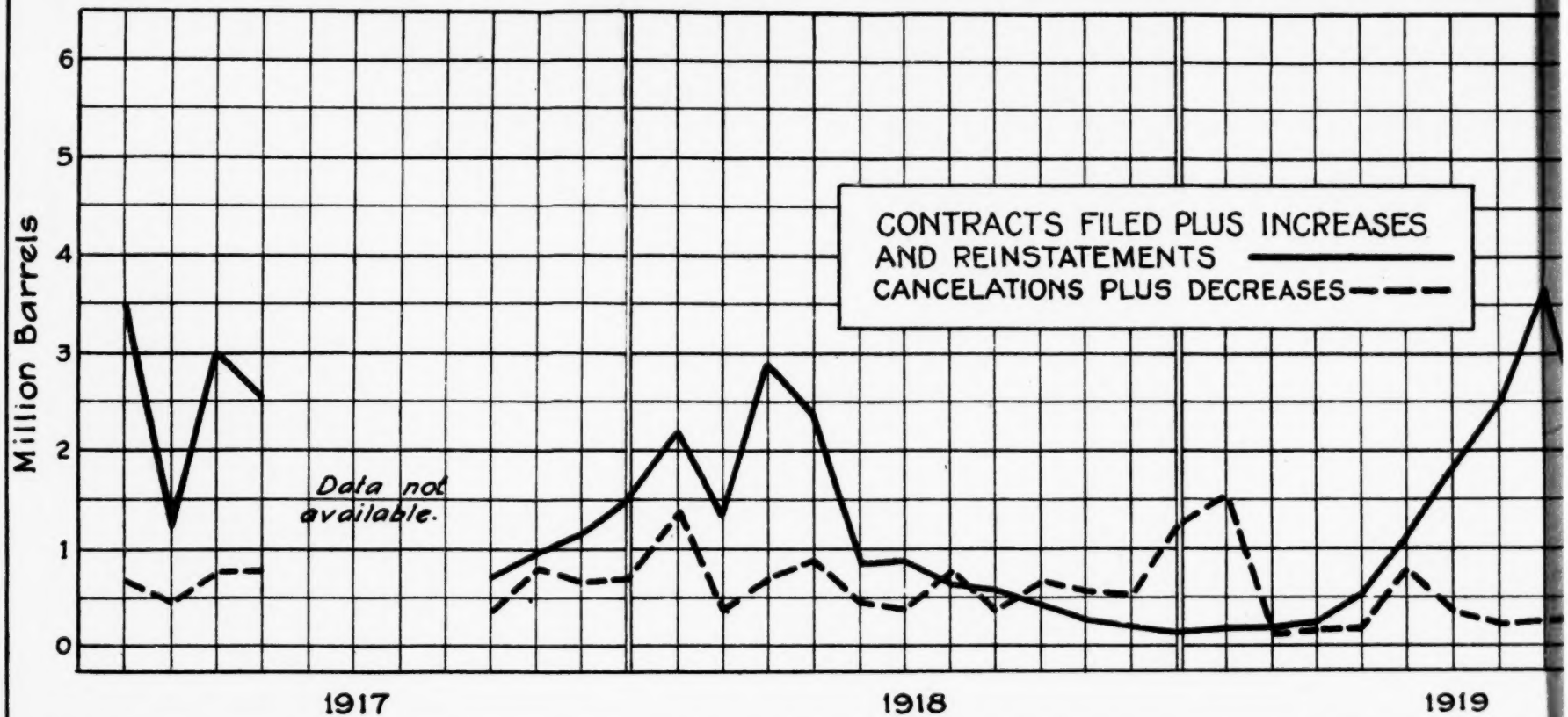
CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION

TABLE 3

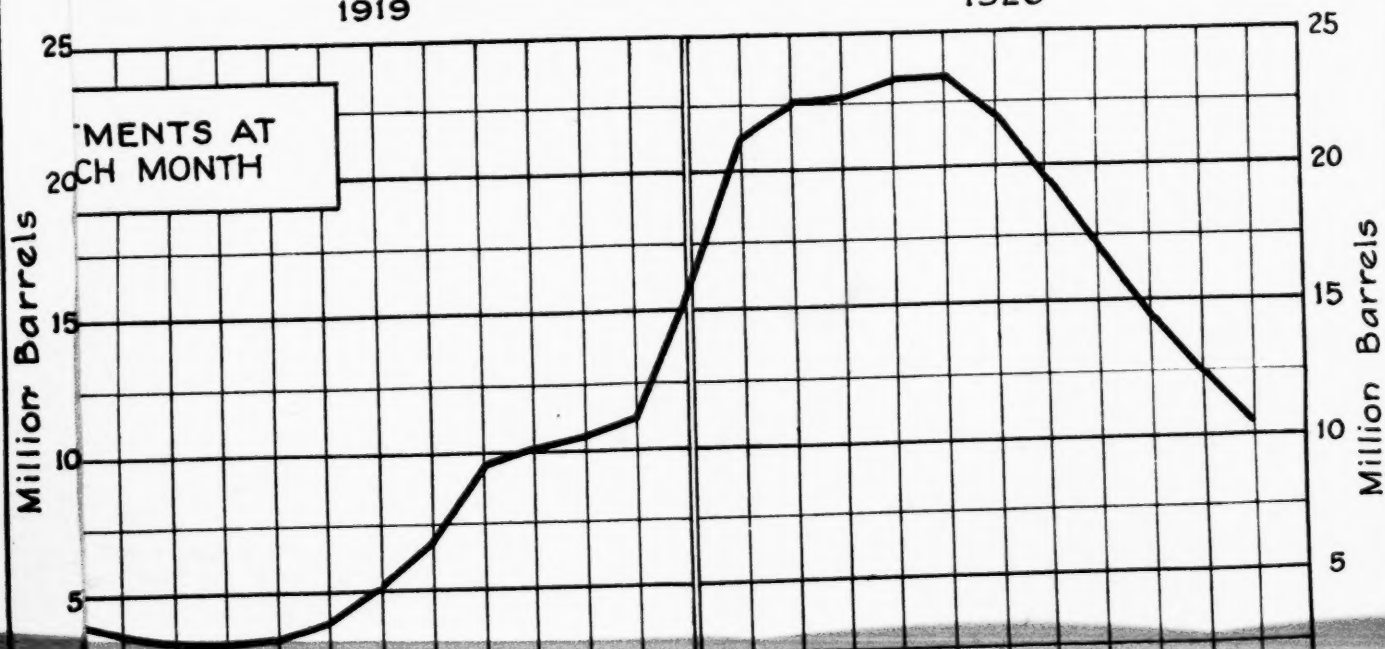
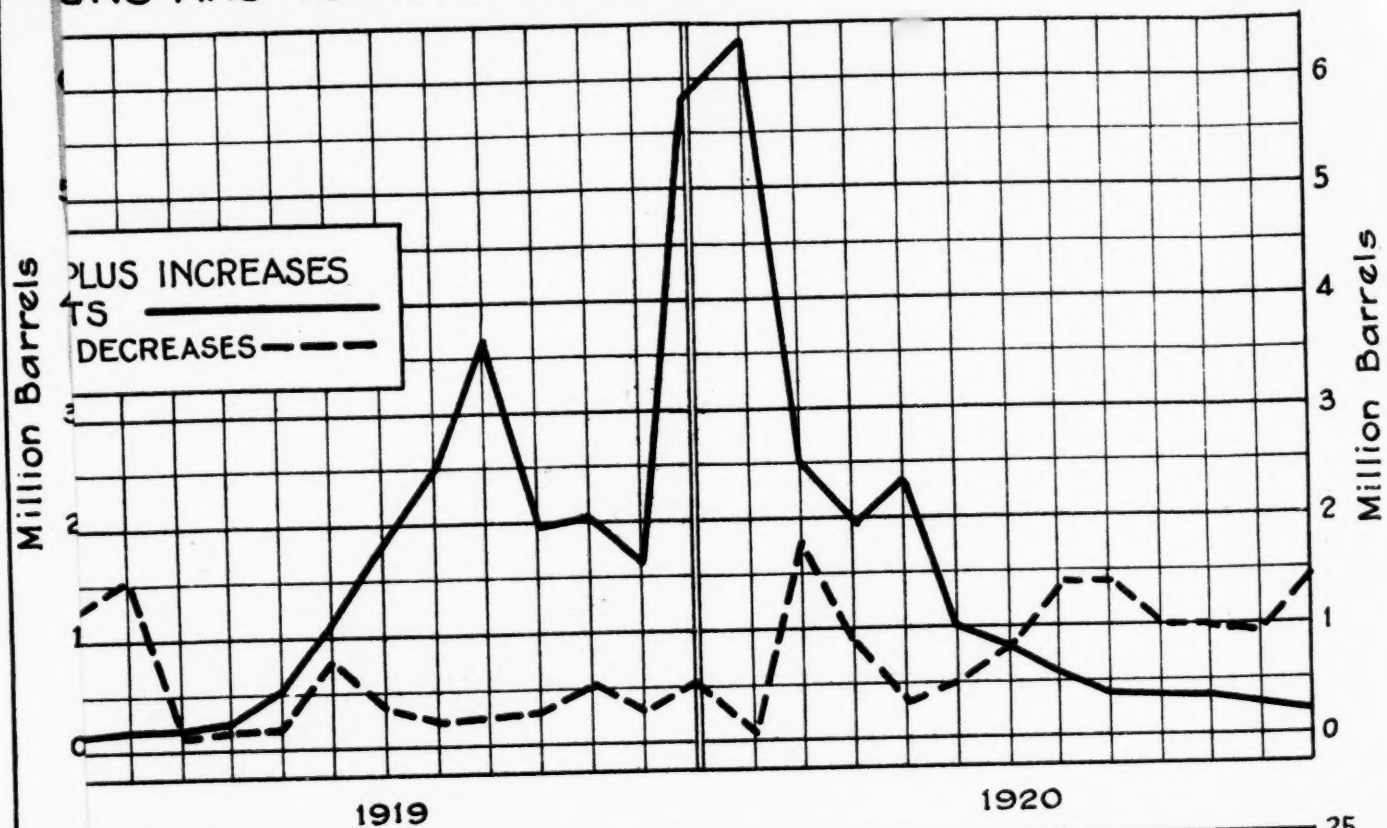
TOTAL COMMITMENTS
(Unit . 1000 bbls.)

MONTH	1916	1917	1918	1919	1920
JANUARY 1st	7374	15293	10505	4164	15698
FEBRUARY 1st	9712	17644	....	3441	....
MARCH 1st	10824	17834	12445	3142	22684
APRIL 1st	11827	18860	14215	3053	....
MAY 1st	13079	19295	14869	3225	....
JUNE 1st	13676	18164	14473	3950	23606
JULY 1st	14415	17370	13650	5013	....
AUGUST 1st	13860	16647	12824	6897	....
SEPTEMBER 1st	13339	15578	12170	9764	16822
OCTOBER 1st	12589	14064	10878	10396	....
NOVEMBER 1st	16009	12831	10066	10827	....
DECEMBER 1st	17409	12143	9145	11378	10449

CONTRACTS FILED, CANCELATIONS AND TOTAL CO



ONS AND TOTAL COMMITMENTS



1997 1/2

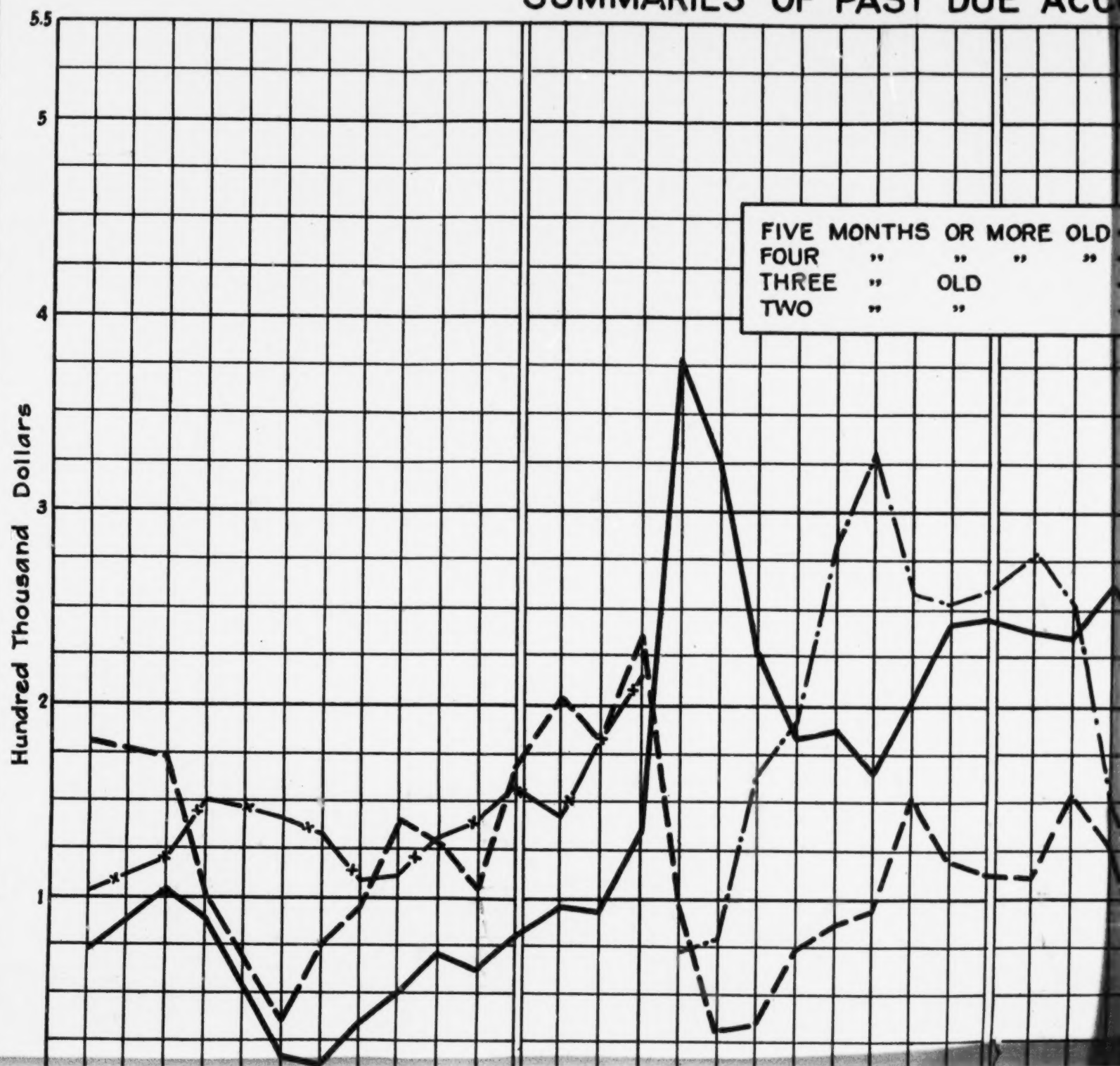
CEMENT MANUFACTURERS PROTECTIVE ASSOCIATION

TABLE 9

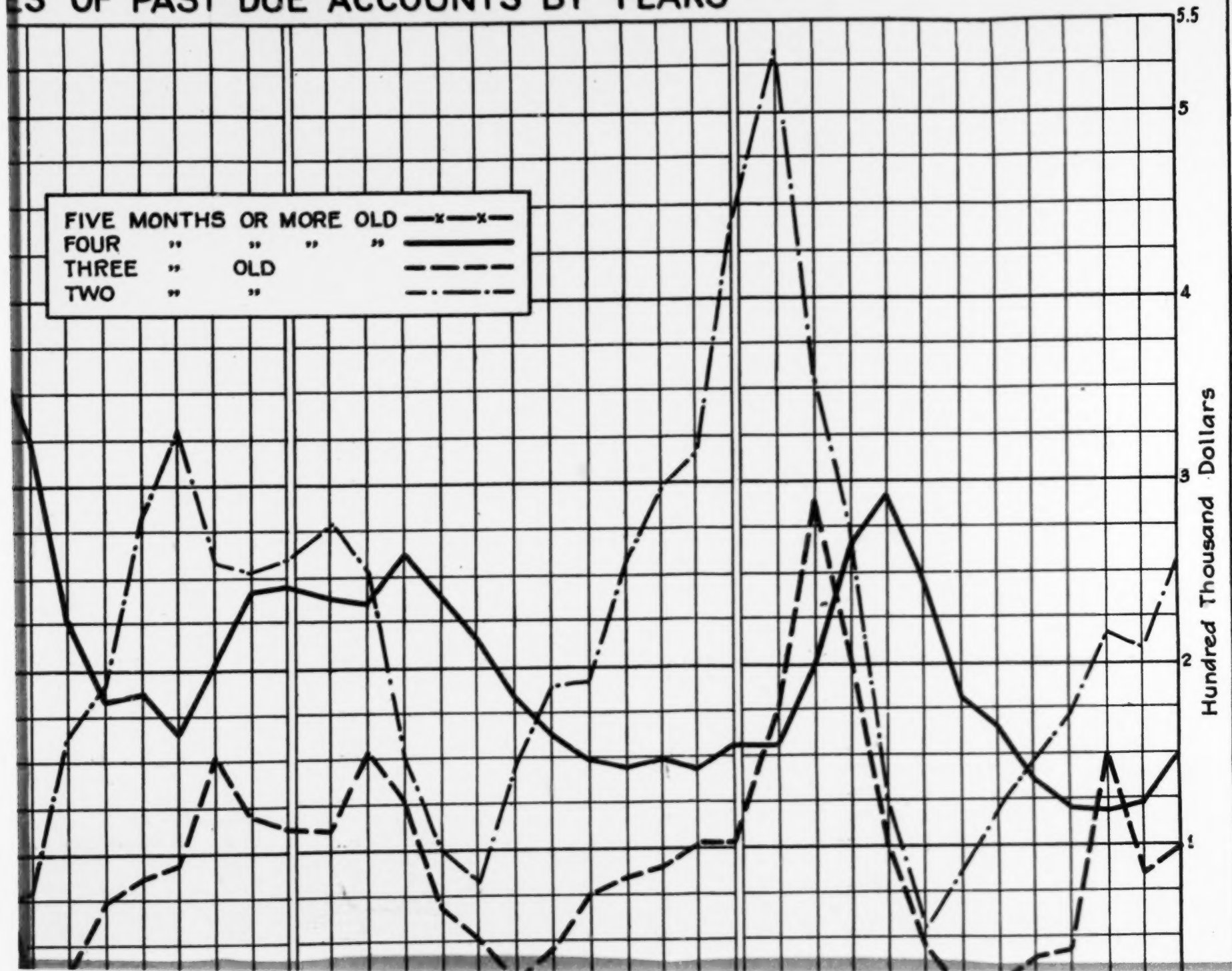
SUMMARY OF PAST DUE ACCOUNTS BY YEARS.
(Unit : 1 Dollar)

MONTH	1917					1918					1919					1920				
	1 mos.	4 mos.	3 mos.	5 mos.	4 mos.	3 mos.	4 mos.	3 mos.	4 mos.	3 mos.	4 mos.	3 mos.	4 mos.	3 mos.	4 mos.	2 mos.	3 mos.	4 mos.	3 mos.	2 mos.
JAN. 1st	103459	72366	180764	143025	96049	205239	238834	111982	278708	156721	174687	536073								
FEB 2nd	...	...	...	181668	94435	183254	237261	155468	252825	199838	289089	357067								
MAR 1st	120043	102948	172501	215212	134807	237413	263030	127624	148334	264412	205060	267384								
APR 1st	152153	89401	102586	376253	98599	72013	239909	68760	99239	290967	98986	122531								
MAY 1st	...	...	...	326194	33286	80242	216413	51333	82867	245051	45240	54893								
JUNE 1st	141751	17679	35847	226778	35607	163699	185152	29640	146864	180463	20291	88361								
JULY 1st	133228	14339	76807	183036	72172	191720	162556	46486	189040	165436	26048	120264								
AUG. 1st	109356	35843	95946	187241	88351	283215	149285	75604	192097	135052	40431	141567								
SEPT 1st	110309	50283	141293	164517	95302	330041	145319	85172	256404	120082	44035	170052								
OCT 1st	131110	70909	127827	204978	154479	259378	149266	89748	297164	119607	146411	215785								
NOV 1st	138746	62518	104582	242217	119682	254050	144264	104449	315148	123071	83734	207912								
DEC 1st	156920	79281	167548	247752	113221	259821	157412	103098	440224	148470	96603	254502								

SUMMARIES OF PAST DUE ACC



ES OF PAST DUE ACCOUNTS BY YEARS



the competition from their Lasing points as it stands at the present time.

Yours very truly, D. H. MacFarland. DHM/MK.

P. S.—Also increase export price to basis of \$1.00 Northampton.

[fol. 2000]

DEF'TS' EX. NO. D 25

The Atlas Portland Cement Co.

New York

For the Attention of Mr. D. H. MacFarland.

October 20, 1916.

Referring to the talk with you and Mr. Kimball this morning in regard to your having been notified by the New York dealers and a telephone call from Philadelphia regarding some other cement companies advancing their price 10¢ a barrel.

I am leaving early this afternoon, so am writing this letter to you because we do not want to get loaded up with the present price cement. As I told you this morning, coal alone is costing us 10¢ a barrel more at Hudson than it did thirty days ago, and the replacement of bags is another 5¢; and unless I am very much mistaken, it is going to be absolutely impossible for cement manufacturers to manufacture large quantities of cement this winter; they cannot get the labor, and if they do the cost will be tremendous.

You have a certain number of outstanding quotations to our regular customers and others, which you cannot go back on, but if you can substantiate during the day that other important cement brands are quoted at the 10¢ advance, I want you to get your quotations out today at not less than their price. These other companies have evidently acted on what we would, ourselves, have to act on as protection within a very short time, and I am glad of it; but if we do not get busy and the other fellow has gone up, we will be simply loaded up, which we cannot afford. You cannot spend the money on selling cement that we did last year and try to get the dealers lack onto Atlas, and then find yourself loaded so that you cannot fill their requirements during 1917; if you do, you will undo everything we have done.

I do not care whether you find cement being sold at less money or not—if the commanding brands are higher, you go up quick, because of present manufacturing conditions.

Yours very truly, J. R. M.

[fol. 2001]

DEF'TS' Ex. No. D 26

The Atlas Portland Cement Co.

New York

For the Attention of Mr. D. H. MacFarland.

October 20, 1916—2.40 p. m.

About 11 o'clock today our Philadelphia office called up, and stated that the Newton Supply Co. had told Mr. Brigham they had heard that the Lehigh Company were quoting up-state (Penna.) 10¢ above the current market price.

Shortly before 12 o'clock, John P. Kane of the J. P. Kane Co., called me up, and stated that Lehigh, Alpha, Bath and Nazareth had notified him of a 10¢ barrel advance. Similar information came to Mr. Martin from Mr. Penny of Candee, Smith & Howland, who stated that Lehigh and Bath had advanced their price 10¢ per barrel.

Since that time we have had confirmation from various directions, and at 2:30 P. M. Mr. Stark was advised by Rafael del Castillo that he had asked Lehigh for their price for export, and was quoted over phone \$1.70 per barrel alongside; \$1.57 at Jersey City.

From the information now at hand, it would appear that the Lehigh Company have advanced their prices 10¢ per barrel in all directions in the Eastern territory, including export.

Yours very truly, C. A. K. CAK-MH.

[fol. 2002]

DEF'TS' Ex. No. D 27

The Atlas Portland Cement Co.

For the attention of Mr. L. G. McConnell.

New York, January 15, 1917.

Just a line for you to keep until Mr. MacFarland gets back, to draw his attention to the fact that in December the Atlas was away below the average in shipments to Lehigh Valley and New York states, and that this matter wants to have prompt and vigorous attention so that it may not occur in following months.

Yours very truly, J. R. M.

[fol. 2002½]

DEF'TS' Ex. No. D 28

The Atlas Portland Cement Co.

For the attention of Mr. Holman.

New York, July 13th, 1918.

I want to draw your attention to the fact that the Lehigh shipped 373,000 out of the east, against our 414,000, which is a very bad

showing for us. Of course I realize what they did last year and all that, but what I mean to say is that they are shipping very nearly as much stuff now out of their Lehigh Valley mills as we do.

They also did a wonderful business in Mitchell, New Castle, Mason City and Oglesby. I do not think we can afford to go to sleep much.

The Universal also put a few circles around us, and about the only thing we can compare favorably with for June, as far as I can see, is the Alpha.

Now I understand that MacFarland will say that if we had had more orders we could not have shipped them. What I am getting at, however, is to get more orders, and I will agree to ship them, and it looks as though we were going to have enough to justify it.

Yours truly, J. R. M.

[fol. 2003]

DEF'TS' Ex. No. D 29

The Atlas Portland Cement Co.

For the attention of Mr. Holman.

New York, January 20th, 1919.

I notice the Lehigh beat us again from January 1st to 15th in the east.

Yours truly, J. R. M.

Enc.

[fol. 2003½]

DEF'TS' Ex. No. D 30

The Atlas Portland Cement Co.

For the attention of Mr. Holman.

New York, Jan. 24th, 1919.

I see the Vulcanite got a little order of 2,000 bbls. on a total of three different contracts on the 22nd. The amount isn't a great deal, but the thought of their getting three contracts and the rest of us not getting any might be worth looking into.

I also notice that on the western business for Jan. 21st, we did not get our share.

Why didn't we get the Armour business at the National Stock Yards which was taken by Missouri?

Yours truly, J. R. M.

[fol. 2004]

DEF'TS' EX. No. D 31

The Atlas Portland Cement Co.

For the attention of Mr. Holman.

New York, Jan. 27th, 1919.

I hope you will draw Boston's attention to the order that the Hercules got over there, and find out how it happened.

Yours truly, J. R. M.

[fol. 2004½]

DEF'TS' EX. No. D 32

The Atlas Portland Cement Co.

For the attention of Mr. Holman.

New York, Apr. 3, 1919.

I see the Lehigh starts off with a bull's eye, east and west, on the first of the month, while the Atlas does not hit even the outside rim.

Yours very truly, J. R. M.

Enc.

[fol. 2005]

DEF'TS' EX. No. D 33

The Atlas Portland Cement Co.

For the attention of Mr. Holman.

New York, Apr. 7th, 1919.

I see the sheet of April 5th still leaves us a blank.

Yours truly, J. R. M.

[fols. 2005½-2008]

DEF'TS' EX. No. D 34

The Atlas Portland Cement Co.

For the attention of Mr. Holman.

New York, Apr. 8th, 1919.

I am glad to see that Atlas is at last on the list in the report of April 7th. I hope that means we are now really moving, and I believe it does.

Yours truly, J. R. M.

[fol. 2008¹/₂]

DEF'TS' EX. No. D 38

May 11.

A. P. Lockwood.

DEAR SIR: Yours of the 9th inst., written at Elmira, with orders from the Elmira Builders' Supply Co. enclosed was received and noted.

Replying will say that inasmuch as you did not receive my letter telling you not to take any more orders at \$1.35, I will accept these, and send them on.

Your wire regarding price at Erie, sent to me at the Philadelphia Office, was received and noted, and I suppose you got my answer last night. The Universal price has been changed from \$1.55 to \$1.70 and that accounts for the price of \$2.30 at Erie, but as I wired you, if you happen to run across quotations still in force at the old price, we will meet such quotations as long as they are still in force, but on all quotations sent out now, the price will be figured on the Universal base at \$1.70. So, in most of your territory we will have to use the Lehigh Valley base at \$1.50 to dealers, which will make the price cheaper than the Universal base in most cases.

While in Philadelphia yesterday I received a call from Walter Fuchs and had dinner with him last night and he wished to be remembered very kindly to you.

[fol. 2009] Everything seems to be progressing satisfactorily at the mill and we hope before long that everything will be in readiness for shipments.

Remember me to Harry, Charlie Capes, and also Mr. Randall when you see them, and any of the other fellows that I met at Rochester.

Very truly, — — —, Sales Manager.

DEF'TS' EX. No. D 39

Hercules Cement Corporation

Buffalo Office

Attention of Mr. E. B. Goode.

Buffalo, N. Y., 3/29-19.

DEAR ED: I was sure glad to hear that you are better and was sorry that you had such a siege of it.

[fol. 2009¹/₂] The dealers are all up in the air here in regard to the new price on cement, and are holding off buying until it is settled.

Kindly let me have any change as soon as possible as I would like to be the first to get it.

Lehigh, Atlas and Universal are putting on a lot of new men.

Lehigh have a new man in Utica, one in Syracuse and one out of Buffalo making 6 men in New York from Albany west.

They have taken Utica and Syracuse away from Herb which I don't believe makes a hit with him. I believe he could put on a big tonnage for me down that way as he has a lot of friends among the big contractors, and he no doubt would take delight in taking Lehigh business. Treat this confidential and if interested please advise me.

I received your letter in regard to the bonus and if business opens up I should make some money on same.

Hoping that you are entirely well again, I am,

As ever, Lock.

[fol. 2010]

DEF'TS' Ex. No. D 40

Dec. 2nd, '19.

Mr. E. B. Goode, New York City.

DEAR SIR: I neglected to tell you when in New York last week that the Pennsylvania Cement Company had rented a warehouse on the water-front here and were storing cement which they bring in by boat from their Cayuga mill. I understand that they have so far stored one barge which contained about 2,500 barrels, and have been advised that they expect to store a large quantity here and expect to do the same in Rochester.

I do not know who will get the benefit of the saving of freight on this cement, but have been advised that they are now charging \$2.78 per barrel for cement loaded on dealers' trucks alongside their warehouse.

Yours very truly, A. P. Lockwood.

[fol. 2010½]

DEF'TS' Ex. No. D 41

Postal Telegraph-Commercial Cables Telegram

Fast Day Telegram. X.
(Confirmation.)

December 16, 1919.

To Mr. A. P. Lockwood, 40 Builders Exchange, Buffalo, N. Y.:

Some companies have advanced price round up all contracts possible this week by personal call or telephone.

E. B. Goode, Jr.

Chg. Hercules Cement Corp., 30 East 42nd St.

[fol. 2011]

DEF'T'S EX. No. D 42

New York, February 19, 1920.

From: Mr. E. B. Goode, Jr.
 To: Mr. A. P. Lockwood.
 Subject: Market conditions.

I understand that some of our competitors have changed their base price at Universal as well as at Fordwick. Please let me know by return mail if you have any information on the subject?

I will not change our price just yet, but it has occurred to me that before doing anything it would be wise to get the Buffalo Builders Supply Company's contracts straighten-up somewhat. For instance: On their contract #782 which calls for 250 barrels and on which they require 1,000, as long as we were committed on this, I think it might be wise for us to change our mind and increase this to the thousand barrels as desired.

Also I recall the Father Timmons' Job for 2,000 barrels. Let me know what you think of that?

The rumored change is 10¢ at each of the above points, which would change the price at Buffalo 6¢ per barrel.

I will be up in Boston during the first part of next week, so would like to have your letter Saturday morning of this week, if possible, and I could then decide what to do.

[fol. 2011½]

DEF'TS' EX. No. D 43

Hercules Cement Corporation
 Buffalo Office

2/28-20.

Mr. E. B. Goode.

DEAR SIR: Replying to your letter of the 27th, in regard to "Universal Mill Base" would say that the Universal Cement Co., have not mailed out a new quotation and I will advise you in case they do.

Yours very truly, A. P. Lockwood.

[fol. 2012]

DEF'TS' EX. No. D 44

Buffalo, New York, Feb. 20th, 1920.

Mr. E. B. Goode, New York Office.

DEAR SIR: Replying to your letter of February 19th in regard to market conditions, would say that the Universal mill base has been advanced 10¢. Some of the Lehigh Valley mills have mailed out their new quotations on that basis, that is, on a \$2.84 price, f. o. b. Buffalo. The Lehigh have gotten out such a quotation.

In regard to the Buffalo Builders Supply Company's contract, I think it would be wise on contract #782, which calls for 250 barrels for the Ideal Paving Company and which work requires 1,000 barrels, to send them a new contract covering this amount, as we are committed for that amount of cement on same.

In regard to Father Timmons' job, which requires 2,000 barrels would suggest that you mail them a contract covering this work, as you will note in my letter of January 20th that I have committed myself for this amount of cement as per instructions from you at Binghamton.

In regard to contract #965 for F. L. Hess, Batavia, New York, would ask that you either increase this contract to read, 1,000 barrels or mail them an additional contract for 500 barrels as Mr. Hess has accepted this order from the Massey-Harris Harvester Company, and as I have stated before he is handling our cement exclusively and believe it would be unfair to him to do anything else in the matter. The price at Batavia is not effected by this increase but think it would be well to have him protected upon same.

We had hoped that you would be up this way before this, but we still have hopes of seeing you before the golf season opens.

Yours very truly, A. P. Lockwood.

P. S.—It might be wise to date these contracts the time in January they were received as some of the dealers who we have refused to cover may not like it.

A. P. L.

[fol. 2013]

DEF'TS' Ex. No. D 45

New York, February 27, 1920.

From: Mr. E. B. Goode, Jr.

To: Mr. A. P. Lockwood.

Subject: Universal Mill Base.

Referring to yours of the 20th: You state that the Universal Mill Base has been advanced 10¢ and that some of the Lehigh Valley Mills have mailed out new quotations on that base.

What I am particularly anxious to know is, has the Universal Portland Cement Company itself, mailed out quotations at the new price? Please secure and let me have this information as soon as possible.

Regarding the Buffalo Builders Supply Company's contracts: I will write you on tomorrow. I have only been in my office about two hours so far this week, so have had very little time to give to my correspondence.

[fol. 2013½]

DEF'TS' Ex. No. D 46

Buffalo, New York, March 4th, 1920.

To: Mr. E. B. Goode.
 From: Mr. A. P. Lockwood.
 Subject: Price of Cement.

I have just been advised by Mr. Schaefer of the Globe Plaster Company that Lehigh, Alpha, Atlas, Allentown and Crescent have issued quotations of \$2.84, f. o. b. Buffalo. Universal, however, have not raised their price as yet.

Yours very truly, A. P. Lockwood.

[fol. 2014]

DEF'TS' Ex. No. D 47

New York, March 8, 1920.

From: Mr. E. B. Goode, Jr.
 To: Mr. A. P. Lockwood.

I have yours of the 4th inst., regarding advice received by you from Mr. Schaefer as to quotations received from some of the Lehigh Valley Companies.

Please keep me advised as soon as you hear that the Universal Company has raised its price, or of other price changes that you may get from time to time.

DEF'TS' Ex. No. D 48

New York, March 10, 1920.

From: Mr. E. B. Goode, Jr.
 To: Mr. A. P. Lockwood.

I have yours of the 8th inst., advising the Lehigh Company's latest quotations to dealers in the Buffalo market.

[fol. 2014½]

DEF'TS' Ex. No. D 49

Buffalo, New York, April 7th, 1920.

From: A. P. Lockwood.
 To: E. B. Goode, Jr.
 Subject: Price of Cement.

I have just seen two Alpha quotations under date of April sixth, which quote the price here in Buffalo of \$3.04 in cloth, that is a mill base of \$1.95.

A. P. L.

[fol. 2015]

DEF'TS' Ex. No. D 50

Buffalo, New York, April 8th, 1920.

From: A. P. Lockwod.
To: E. B. Goode, Jr.
Subject: Price of Cement.

I have just been advised that the Lehigh have increased their mill bases as follows: Lehigh Valley, \$1.95; Hudson River, 2.05; Universal, 2.15.

The Phoenix Cement Company have mailed their new quotation on the basis of \$1.95 Lehigh Valley mill base.

A. P. L. L'E.

[fol. 2015½]

DEF'TS' Ex. No. D 51

W. G. Dutton

Mr. Franks: Please note.

Bath Portland Cement Co.

Phila., Pa.

December 15, 1919.

Re Price Instructions.

DEAR SIR: Taking effect immediately advance all prices 25¢ a barrel above our present market.

Do not accept any orders even for immediate shipment at any prices below this advance figure.

Very truly yours, Bath Portland Cement Co. W. G. D.,

Second Vice President.

[fol. 2016]

DEF'TS' Ex. No. D 52

Mr. Franks: Please Note.

Bath Portland Cement Co.

Phila., Pa.

December 20, 1919.

Re General Instructions.

DEAR SIR: We have decided for the present to accept business at our old prices which were in effect prior to our notice of the 15th inst., provided shipment is taken before January 1, 1920.

Under no conditions, however, accept any business at this price for shipment after January 1st.

Very truly yours, Bath Portland Cement Co. W. G. Dutton,
Second Vice President.

[fol. 2016½]

DEFT'S' Ex. No. D 53

Bath Portland Cement Co.

Phila., Pa.

March 2, 1920.

Re General Instructions.

Mr. F. B. Franks.

DEAR SIR: We are sending out periodical quotations to all dealers on our quotation list. We are now basing our prices as follows: \$1.75 Lehigh Valley; \$1.85 Hudson River, having eliminated for the present using any other mill basis outside of the two above mentioned. We are still quoting cloth sacks at 15¢ each, as heretofore.

These periodical quotations cover only a carload of cement, and cannot be construed by a customer as the price to be used when quoting for contract requirements. Should any of the trade desire a price for contract requirements, same for the present will have to be taken up with this office before quoting. There does not seem to be any immediate improvement in sight as regards manufacturing and shipping, and for that reason we are not in a position to take on any new business.

Our object of sending out these periodical quotations is to notify [fol. 2017] our trade that we are meeting competition for current business.

Should there be anything not absolutely clear to you as regards the above instructions, kindly get in touch with this office at once.

Very truly yours, Bath Portland Cement Co. W. G. Dutton,
Second Vice-President.

[fol. 2017½]

DEFT'S' Ex. No. D 54

Bath Portland Cement Co.

Phila., Pa.

July 15, 1920.

Re Price Instructions.

Mr. Franks: This letter was sent to all our salesmen.

DEAR SIR: Effective at once the dealer's price on Bath Portland Cement will be \$3.50 per barrel f. o. b. our mill. This price includes shipment in 25¢ sacks. The price in paper will be 70¢ per barrel less.

Ten (10) cents per barrel cash discount will be allowed for payment within ten days from date of invoice instead of 5¢ as heretofore.

In figuring prices, therefore, please consider the Lehigh Valley base as \$3.50 and add the freight rate to destination to this figure in order to secure the delivered price. Until we learn otherwise, we will

consider the Hudson River base as 10¢ per barrel higher, or \$3.60 per barrel.

We will still quote the consumer 20¢ higher; \$3.70 on the Lehigh Valley base or \$3.80 on the Hudson River base.

Very truly yours, Bath Portland Cement Co. W. G. Dutton,
Second Vice President.

[fol. 2018]

DEF'TS' Ex. No. D 55

Bath Portland Cement Co.

Philadelphia

April 26, 1920.

Re Miscellaneous.

Mr. F. B. Franks, 1st Vice-Pres. Bath Portland Cement Co., Bath,
Pa.

DEAR SIR: For your information would state that starting with our shipments of May 1st, we will endeavor to adjust everything on the basis of 25¢ sacks. We understand that one of the other manufacturers did this a week or so ago, and that some others are now arranging to do so; however, regardless as to what other manufacturers will do, we are going ahead and make this change. The price of cloth sacks on all our contracts and orders already booked, with few exceptions, are on the basis of 15¢ sacks.

Within the next day or so we will send out notices advising all our trade of this change, taking effect May 1st. Most of our contracts have a clause in them giving us the right to change the price of sacks, although there are some, especially those taken last year, that do not have this clause; however, we are going to do all we can to transfer [fol. 2018½] everything possible to a 25¢ sack. In case a few of our customers do not give us this permission we may then have to arrange to continue shipping them in the 15¢ sacks.

Just as soon as we learn about how much tonnage we will have to continue to handle in 15¢ sacks, we will advise you so that you can make your arrangements accordingly.

Very truly yours, Bath Portland Cement Co. W. G. Dutton,
Second Vice-President.

[fol. 2019]

DEF'TS' Ex. No. D 56

Form No. 33

June 3, 1919.

The John H. Kelter Co., Philadelphia, Penna.

GENTLEMEN: A short time ago we had shipped to you one of the new Edison Warehouse Signs, bearing your name, and we are quite anxious to know if you have received it; also, just how the sign ap-

peals to you. Personally we are quite proud of these signs and comments from our dealers to whom they have been shipped are to the effect that they are real business getters.

One of the Edison signs properly placed on your warehouse or office building, coupled with the enameled wagon signs, and the Edison Transparencies, are a big step in identifying you with the Thomas A. Edison interests. Incidentally, if you have not received a set of the wagon signs or the transparencies drop us a line and we will see that they are shipped to you at once.

Also if you can use any of the attached blotters, folders, etc., we will imprint them with your name and forward them to you post haste. These folders and blotters make mighty good enclosures and dealers will find them an exceptionally good means of keeping their [fol. 2019½] name and the material they handle before their customers, both present and prospective.

If your warehouse stock of cement is becoming low phone us on our special long distance wire, Philadelphia 358, at our expense, and if the order is received prior to twelve o'clock noon it will be shipped the same day.

Yours very truly, —————, District Sales Manager. WLH/
EML.

[fols. 2020 & 2021] DEF'TS' Ex. No. D 57

Knickerbocker Portland Cement Company, Inc.
New York City

January 28, 1921.

Albany Builders Supply Co., Inc., Albany, N. Y.

GENTLEMEN: Effective at once and until otherwise advised, the price for Knickerbocker Portland Cement in cloth sacks, carload lots is \$3.39 per barrel, delivered f. o. b. cars Albany, N. Y.

The price in paper sacks is 75¢ per barrel less.

This price is subject to the terms and other conditions noted on the reverse of this sheet, with the exception that ten cents (10¢) per barrel discount will be allowed for payment within ten days from date of invoice.

Very truly yours, Knickerbocker Portland Cement Company,
Inc. W. M. Floring, Sales Department.

[fol. 2021½] DEF'TS' Ex. No. D 58

CC Mr. Abbott: This is a blanket contract referred to.

May 3, 1921.

A. Lyth & Sons Co., 48 West Eagle Street, Buffalo, New York.

GENTLEMEN: We attach copy of contract covering 1,000 barrels to be used by John Haensser in concrete block work in Buffalo and

vicinity, also copy of contract covering 1,000 barrels to be used by the Seneca Cement Brick & Block Company in concrete block work.

Assuring you this business is greatly appreciated by us, we are

Very truly yours, Knickerbocker Portland Cement Company,
Inc. Sales Department. CMB:HD.

Enc.

[fol. 2022]

DEF'TS' Ex. No. D 59

Postal Telegraph-Commercial Cables Telegram

May 10, 1920.

A. Lyth & Sons Company, Buffalo, New York:

Owing car shortage we are not in position to accept any orders.

Giant Portland Cement Company.

[fol. 2022½]

DEF'TS' Ex. No. D 60

Alpha Portland Cement Company

General Offices: Easton, Pa.

Helping to Get Things Started

The memorandum attached will give you an explanation for the recent reduction in the price of cement.

We desire to emphasize the statement in the memorandum which calls attention to the fact that increased volume means decreased costs. Unless such increased volume shows up promptly this company, and no doubt many others, will not only fail to make money but will lose it instead. No considerable reduction of manufacturing costs otherwise is looked for by us this year.

It has been reported by our travelers that much building is held up because the owners fear that later in the year reductions in the prices of material will be made. As a further step toward confidence, we have decided to guarantee our price for contracts against decline during the balance of the year 1919. This will insure the lower price, if any, being applied to all unshipped portions of any contract at the time the new price takes effect.

It is very much to your advantage as a dealer and ours as a manufacturer that this information be passed on to the owner so that he may arrange his contracts with builders to get advantage of this guarantee. You, we are sure, will see the logic of this suggestion.

Alpha Portland Cement Co.

April 11th, 1919.

[fol. 2023]

Memorandum

Representatives of the Cement Industry conferred with the Industrial Board of the Department of Commerce at Washington during the last week in March, at the request of the Board that everything possible be done by the Industry to encourage prompt building. The Industry, through the Committee, expressed its desire to co-operate to the fullest extent possible.

Unfortunately, at the time of the conference there was a change in the policy of the Industrial Board, and therefore no definite, joint conclusion was determined; but the Industry thought it only fair to the trade that the reduction contemplated should be made, irrespective of these conditions.

The Charge for cloth sacks, of which there are four to the barrel, was reduced from 25¢ each to 15¢ each, making a reduction of 40¢ per barrel gross to the purchaser, and the charge for paper sacks was reduced from 30¢ per barrel to 25¢. These reductions were made possible by recent reductions in the cost of such sacks to the manufacturer.

Although the present cost of manufacture does not justify a reduction in the selling price of Cement, the possibility of more favorable manufacturing conditions in the future which might result in a reduction in the cost of production was anticipated and prices were named accordingly. These prices are in accordance with quotations recently sent you.

The action of the Industry was entirely voluntary, with the sole object of assisting in stabilizing building conditions, hoping that it would be appreciated by the purchaser and that increased volume will decrease cost and compensate for the reduction.

[fol. 2023½]

DEF'TS' Ex. No. D 61

— —, 1919.

Let's Go!

The Alpha Portland Cement Company recently made a reduction in the price of Alpha Cement with the view of increasing the volume of immediate building.

As a further step toward confidence, we have guaranteed our price for contracts against a decline during the remainder of the year 1919. This will insure the lower price, if any, being applied to all unshipped portions of any contract at the time the new price takes effect.

In order to make this policy fully effective as to the object sought, it will be necessary for dealers to pass on to contractors the benefit of this guarantee and necessary for the contractors, in turn, to pass on this protection to property-owners. Unless this is done, it is obvious that the stimulation for immediate building activity will not be effected.

The following lines from the New York Commercial are very appropriate as applying to the present situation:

"Let's Go"

"The National Prosperity Campaign has adopted the slogan Let's Go! and is spreading its meaning broadcast.

Let's go means just what it says.

Let's go and start prosperity.

[fol. 2024] Let's go and get busy.

Let's go and do business irrespective of what the other fellow is doing.

Let's go while the going is good and not wait until the train of prosperity is under way and we have to run our fool legs off to catch up with the procession.

Let's go and be real, live, enterprising, hustling American men of business.

Let's Go and Let's Keep Going!"

Alpha Portland Cement Company.

Easton, Pa.

[fol. 2024½]

DEF'TS' Ex. No. D 62

Alpha Portland Cement Company

General Offices: Easton, Pa.

To our dealer customers:

Herewith you will find Circular No. 8 of the War Industries Board, Priorities Division, to which your attention is directed. We also enclose Circular No. 4 of the War Industries Board, Priorities Division, showing rules and regulations governing Priority in Production. These circulars are self-explanatory, and in accordance with Circular No. 8, we have signed the pledge referred to, and enclose a copy of the pledge required from the dealer who sells our product.

Will you please sign this pledge of cooperation as required and file it with us by return mail in order that we may ship promptly, and without question, orders that you may place with us for cement for re-sale purposes. In due season, the form for report called for in pledge will be sent to you. Please keep such a record of your sales from September 1st as will clearly show the use of such cement in order that you may be able to properly fill out the blanks when received.

We know you will accept the small inconvenience entailed by these regulations in a spirit of loyal cooperation with our Government, which regulations are found to be vitally necessary for the [fol. 2025] conservation of labor, material, transportation and capital in the prosecution of the war.

Alpha Portland Cement Company.

September 3, 1918.

War Industries Board, Priorities Division

Circular No. 8

To all Manufacturers of Cement:

Since the conference between your representatives and the undersigned with other representatives of the War Industries Board, careful consideration has been given to the several problems then considered, and a decision has been reached that yours is in part a war industry, in view of the showing that you have made that your commodity is used in so many of the building operations carried on directly or indirectly by the war agencies of the Government. The board is further of the opinion that your industry is also in part one of national importance, in that a portion of your products is used in filling nondeferable and essential civilian requirements.

The Priorities Board will receive the application of any manufacturer of cement for a place on its Preference List. It will in [fol. 2025½] every case take into consideration the situation of such manufacturer, the amount of its direct and indirect Government business, and the uses to which the remainder of its product is being devoted.

Any plant now or in future exclusively devoted to manufacturing products being or to be absorbed directly or indirectly by the Government, or in other uses of essential importance and whose fuel requirements and output bear proper economical relationship to each other, will be placed upon the Preference List upon condition, however, that the owner of such plant shall observe its pledge of co-operation and the rulings of the Priorities Division.

With its application such manufacturer should include its pledge of co-operation in the form following:

Priorities Division, War Industries Board, Washington, D. C.

The undersigned hereby pledges itself not to use nor, so far as lies within its power, permit the use of any products of its manufacture now in or which may hereafter come into its possession or control, save (a) for essential uses as that term has been or may be defined or applied from time to time by the Priorities Division of the War Industries Board, or (b) under permits in writing signed by or under authority of such Priorities Division; that it will make no sale or delivery of such products to any customer for resale until such customer has filed with it a similar pledge in writing; and that [fol. 2026] it will use its utmost endeavor to insure that its products shall be distributed solely for essential uses.

Any manufacturer who has already made application for place on the Preference List should send in its pledge of co-operation in the foregoing form and mention the fact that application has previously been forwarded.

In addition, such manufacturer must send each month its re-

ports on forms which it will secure from the Buildings Materials Section of the War Industries Board showing the deliveries and uses made of its product during the preceding month.

Regulations Priorities Division

The pledge to be given such manufacturer by its customer who purchases for resale should be addressed to such manufacturer and be in the following form:

To ———, City of ———, State of ———:

The undersigned hereby pledges itself not to use, nor so far as lies within its power, permit to be used, any cement of your manufacture now in or which may hereafter come into its possession or control, save (a) for essential uses as that term has been or may be defined or applied from time to time by the Priorities Division of the War Industries Board, or (b) under permits in writing signed [fol. 2026½] by or under authority of such Priorities Division; and further that it will make no sale or delivery of such cement to any customer for resale until such customer has filed with the undersigned a similar pledge in writing, and that it will report to you monthly dispositions made during the previous month of such cement.

Manufacturers should scrutinize with great care orders which are offered them for their products for use in any construction not directly sanctioned by the Government but represented to be an indirect war requirement in caring for soldiers, seamen, and war workers. Many such projects which would normally be quite unobjectionable can and should be deferred under present conditions. Manufacturers and dealers are in a position to contribute and are expected to contribute substantially to such a result.

The United States Fuel Administrator has very recently in unequivocal terms stated that "the country needs now—and for the whole period of the war will need—more coal than it can possibly produce and transport." The necessity for conserving fuel is, therefore, imperative, and to that end it is necessary to substantially curtail the production of nonwar industries and that portion of the production of war industries devoted to nonwar uses. It is also important that no unnecessary burden be laid upon the transportation lines of the country, that they may be free to render direct and indirect war service. Labor must be released from nonwar industries to the extent that it is required for war work. As far back [fol. 2027] as March 21, 1918, the following resolution was unanimously adopted and given wide publicity by the War Industries Board:

Whereas it has come to the notice of this Board that new industrial corporations are being organized in different sections of the United States for the erection of industrial plants which can not be utilized in the prosecution of the war; and

Whereas plans are being considered by certain States, counties, cities and towns for the construction of public buildings and other improvements which will not contribute toward winning the war; and

Whereas the carrying forward of these activities will involve the utilization of labor, materials, and capital urgently required for War purposes: Now, therefore, be it

Resolved by the War Industries Board, That in the public interest all new undertakings not essential to and not contributing either directly or indirectly toward winning the war, which involve the utilization of labor, material, and capital required in the production, supply, or distribution of direct or indirect war needs, will be discouraged notwithstanding they may be of local importance and of a character which should in normal times meet with every encouragement; and be it further.

Resolved, That in fairness to those interested therein notice is [fol. 2027½] hereby given that this Board will withhold from such projects priority assistance, without which new construction of the character mentioned will frequently be found impracticable, and that this notice shall be given wide publicity, that all parties interested in such undertakings may be fully apprised of the difficulties and delays to which they will be subjected and embark upon them at their peril.

It is believed that you may confidently be depended on to carry into effect the letter and the spirit of this resolution so far as concerns your industry and see to it that your products are devoted solely to those uses which can not in the public interest be deferred until after the war.

If in any given case the use proposed to be made of the product of any manufacturer shall be one which has not been defined as essential by the Priorities Division, but is one which the proposed user conceives to be in the public interest and of such essentiality that even under existing conditions it should not be deferred, then such proposed user may make a full statement of the facts in writing, under oath, to the regional representative of the Resources and Conversion Section of the War Industries Board in his district, applying to such representative for his approval of the proposed construction. Should such regional representative approve the construction project, he should promptly transmit the application for a permit, with [fol. 2028] his approval and reasons therefor, to the Building Materials Section of the War Industries Board at Washington for submission to the Priorities Division, and if approved by said division a construction permit will be issued by the Building Materials Section.

The instructions contained in this circular shall not be so construed as to prevent the sale of small quantities of materials for repairs of or extensions to existing structures involving in the aggregate a cost not exceeding twenty-five hundred dollars (\$2,500).

Yours, very truly, Edwin B. Parker, Priorities Commissioner.

Washington, D. C., August 1, 1918.

[fols. 2028½ & 2029] DEF'TS' Ex. No. D 63

Knickerbocker Portland Cement Company, Manufacturers
General Sales Office: 30 East 42nd Street, New York City

Dec. 10, 1914.

Albany Builders Supply Co., Albany, N. Y.

DEAR SIR: Until you are further advised, we quote you \$1.50 a barrel on Knickerbocker Portland cement in cloth sacks for delivery to you f. o. b. cars Albany, N. Y., in carload lots. The price in paper will be 30¢ a barrel less.

This quotation is subject to terms and sack conditions as noted on the reverse of this sheet.

Awaiting your further shipping instructions, we remain,

Yours very truly, Knickerbocker Portland Cement Company,
by H. H. Ward, Sales Manager.

[fols. 2030 & 2031] DEF'TS' Ex. No. D 64

Knickerbocker Portland Cement Company, Inc.
New York City

April 13, 1920.

Albany Builders & Supply Co., Albany, N. Y.

GENTLEMEN: Effective at once and until otherwise advised, the price for Knickerbocker Portland Cement in cloth sacks, carload lots is \$2.87 per barrel, delivered f. o. b. cars. Albany or West Albany, N. Y.

The price in paper sacks is 35¢ per barrel less.

This price is subject to the terms and other conditions noted on the reverse of this sheet.

Very truly yours, Knickerbocker Portland Cement Company,
Inc. W. M. Floring, Sales Department.

[fol. 2032]

DEF'TS' Ex. No. D 65

The Atlas Portland Cement Co.
New York

For the attention of Mr. D. H. MacFarland, Atlantic Beach, Fla.

New York, January 16, 1917.

I thought that you would be interested in knowing that Friday the Lehigh Company made quotations to the trade on basis of \$1.35

Lehigh Valley, \$1.45 Hudson, \$1.45 Union Bridge and \$1.45 Fordwick. We picked these quotations up Saturday over the telephone from the various dealers in Pennsylvania, New England and New York States, and Saturday we received word over the telephone from the New York City dealers that the Alpha Company had advanced their price.

I also heard that one or two of the other Companies had advanced their price, and checked this information up through reliable sources, and yesterday we issued quotations on \$1.35 Lehigh Valley, \$1.45 Hudson, meeting competition based on \$1.45 Union Bridge and Fordwick. We have a good many quotations out and should secure some [fol. 2032½] very substantial business. We took on 60,000 bbls. Saturday and yesterday—including quite a little export. Our export is now \$1.98 alongside New York in wooden barrels, and \$1.93 in cloth. Our dealers' price in New York for domestic consumption is \$1.97 in cloth. I thought that you would be interested in the above.

We have been after the situation in the Northwest, and I think Mr. Dowd is up there to-day, as he planned to be there Tuesday, and I presume he went. Mr. Miller is also posted, and we have been doing quite a little work in the last two weeks in the City of Detroit. I was advised last week we would get some substantial tonnage there for future delivery, but have not seen it on the summaries yet. Mr. Trenkman and Mr. Cabanis are working on the Detroit situation. If you have anything else in mind I will be glad to hear from you.

Mr. Kimball came back to the office yesterday, but I have not seen him as yet this morning, and did not see him yesterday as I was in Philadelphia all day but talked with him on the telephone. I think that his eye is practically well.

Yours very truly, L. G. M. LGM/MK.

[fol. 2033]

DEF'TS' Ex. No. D 66

The Atlas Portland Cement
New York

For the attention of Mr. C. A. Kimball, Manager Sales Department.

New York, January 23, 1917.

Mr. Dowd called me on the telephone this morning from Columbus, Ohio, and stated that he had seen, had in his possession, and was sending in to me some quotations of the Universal Portland Cement Company which reached the hands of the trade yesterday, which figured back to \$1.45 f. o. b. Mill Universal, Pa.

In order to protect ourselves, we had better issue quotations at once to the trade for immediate acceptance, 15 day shipment, on that basis. My understanding is that this will affect Atlas price in Western Pennsylvania, New York and some parts of West Virginia.

Yours very truly, L. G. McConnell. LGM/MK.

[fol. 2033½]

DEF'TS' Ex. No. D 67

The Atlas Portland Cement Co.

New York

For the attention of Mr. Heft.

New York, 3, 21, '18.

Referring to our telephone conversation over the phone regarding W. C. Abbey's salesman telling the trade he received word to advance the price of cement .40 cents per barrel, I was first told this by C. D. Wait, at Montgomery, N. Y. I did not place much stock in Mr. Wait's advise for he often says things that he cannot verify, from Wait's place I called on Harrison & Curtis and they advised also W. C. Abbey man told them that a .40 raise would be effected to day (3 21 18).

I tried to get in touch with this office, but it was nearly six o'clock and I was told the office did not answer, as I left Newburgh, at a very early hour, this morning I could not reach our office, when I got to Albany, I did not get the opportunity to call until you heard from me at three o'clock.

This letter is for your information as I knew the company wants to know of any such propositions that come to my attention.

Yours very truly, W. G. Thompson

[fol. 2034]

DEF'TS' Ex. No. D 68

The Atlas Portland Cement Co.

New York

For the attention of Mr. Kimball.

New York, March 21, 1918.

I was advised by J. B. Callaghan, Inc. of Newark, N. J. that they have quotations from Giant and Bath advancing the price 40¢ per barrel.

This for your information.

Yours truly, H. C. S.

[fol. 2034½]

DEF'TS' Ex. No. D 69

3/21/18.

MR. KIMBALL: Mr. Penny of Candee Smith & Howland Co. says Bath & Dexter have raised price 40¢ per bbl., also that he expects Alpha to raise their price but they have not done so yet.

E. J.

DEF'TS' EX. No. D 70

Giant, 40¢; Bath, 40¢; Dexter, 40¢.

[fol. 2035]

DEF'TS' EX. No. D 71

Penn Allen, Security, 40¢. Phila.
 Coplay, Penn Allen, Security, 40¢. Phila.

DEF'TS' EX. No. D 72

N. Y. dealers: Alpha, 40¢; Lehigh, 40¢.

[fol. 2035½]

DEF'TS' EX. No. D 73

Alpha Portland Cement Company

General Offices: Easton, Pa.

Easton, Pa., Mar. 21, 1918.

R. G. Brewer, Mamaroneck, N. Y.:

We take pleasure in quoting you on Alpha Portland Cement, delivered in carload lots F. O. B. cars station named above, as follows:

In cloth sacks \$2.61 per standard barrel (376 lbs. net) including four (4) sacks.

In paper bags twenty-five (25) cents per barrel less than cloth price.

Price for immediate acceptance.

This price is on a quantity to be ordered by you for shipment within fifteen days from date of your order.

[fols. 2036 & 2037] Terms of Payment: On approved credit, 5 cents per barrel off for cash in ten days from date of invoice, or 30 days net from date of invoice.

This quotation is subject to terms, conditions and limitations on both sides hereof.

Yours very truly, Alpha Portland Cement Company.

Prices for specific work, requiring delivery beyond fifteen days, will be quoted you upon application accompanied by full information and detailed description of work. Such quotations subject to increase in freight Rates and War tax on transportation charges.

1078

[fol. 2037½]

DEFT's' EX. No. D 74

Nassau Lbr. Co., Hemstead, L. I.:

Tell Guinn that they have an Alpha quo. 40¢ up.
3/22/18.

C. A. K.

DEFT's' EX. No. D 75

Castillo, Export

Says, Saylors	2.82	J.C.
	17	
	<hr/>	
	2.65	
Bbls.	75	
	<hr/>	
	1.90	

[fol. 2038]

DEFT's' EX. No. D 76

Phœnix, 40¢. Mass. Lime & Cement Co.

[fol. 2038½]

DEFT's' EX. No. D 77

Vulcanite Portland Cement Company

Boston

Albert Moyer, Manager of Sales

March 21, 1918.

Messrs. R. G. Brewer, Mamaroneck, N. Y.:

We quote for shipment within fifteen (15) days from date of order, in carloads, f. o. b. station named, subject to change without notice, and to terms, conditions and limitations on reverse side hereof:

Vulcanite Portland Cement in 4 cloth sacks at \$2.61 per standard bbl.

Vulcanite Portland Cement in 4 paper bags at \$2.36 per standard bbl.

Vulcanite White Portland Cement in 4 cloth sacks at \$4.31 per standard bbl., loaded in cars with Vulcanite so as to make full carload.

[fol. 2039] This quotation is our present price and applies to immediate orders only.

Prices for specific work requiring deliveries beyond the period covered by this quotation will be quoted you on application, which

should state the name of the job, location and estimated quantity required to complete work.

Yours respectfully, Vulcanite Portland Cement Company.

F. o. b. cars Harrison or Mamaroneck, N. Y.

[fol. 2040]

DEF'TS' EX. No. D 78

Alpha Portland Cement Company

Easton, Pa.

Mar. 21, 1918.

J. J. Leonard, Atlantic Highlands, N. J.:

We take pleasure in quoting you on Alpha Portland Cement delivered in carload lots f. o. b. cars station named above as follows:

In cloth sacks \$2.65 per standard barrel (\$376 lbs. net.) including four (4) sacks.

In paper bags twenty-five (25) cents per barrel less than cloth price.

Price for immediate acceptance.

This price is on a quantity to be ordered by you for shipment within fifteen days from date of your order.

Terms of Payment: On approved credit, 5 cents per barrel off for cash in ten days from date of invoice, or 30 days net from date of invoice.

[fol. 2040½ & 2041] This quotation is subject to terms, conditions and limitations on both sides hereof.

Yours very truly, Alpha Portland Cement Company.

[fol. 2041½]

DEF'TS' EX. No. D 79

Tomkins Brothers, Newark, N. J.

March 21, 1918.

John J. Leonard, Atlantic Highlands, N. J.:

DEAR SIR: We quote on Dexter Portland Cement for immediate acceptance, for shipment within fifteen days from date of order, in carload lots, f. o. b. Atlantic Highlands, N. J. subject to change without notice, and to the terms and conditions given below:

Price: Dexter Portland Cement in cloth bags at \$2.65 per barrel; Dexter White Cement in cloth bags at \$— per barrel, when loaded in car with Dexter so as to make full car load.

Price in paper bags 25 cents per barrel less than in cloth.

[fol. 2042] Quantity: This quotation is on a quantity not to exceed one carload of cement.

Backs: We will repurchase from the original purchaser, Dexter

cloth bags at Ten Cents each, if returned in serviceable condition within 90 days after their purchase, to the Dexter Portland Cement Company, Nazareth, Pa., freight prepaid, subject to factory inspection and count.

Terms: 30 days net, subject to approved credit; 5 cents a barrel discount for cash payment in full within 10 days from date of invoice. The original paid freight bills to be sent to us promptly for comparison.

Prices for specific work requiring deliveries beyond 15 days will be quoted on application, stating name of the job, its location, and number of barrels required to complete the work.

Respectfully yours, Tomkins Brothers. O. B. Williams,
Sales Manager.

P. S.—We will allow the War Tax of 3% on freight charge on Dexter Cement shipped direct from the Mill, until further notice.

[fol. 2042½]

DEF'TS' Ex. No. D 80

March 21, 1918.

John R. Morron, Castle Hot Spring Hotel, Hot Springs, Arizona:

Half dozen smaller companies prices seem to be up forty cents per barrel. No information regarding any change of others. Situation well in hand. Watching carefully. Will act if advisable.

D. H. MacFarland.

[fol. 2043]

DEF'TS' Ex. No. D 81

Western Union Telegram

Castle Hot Springs,
Ariz., 1918, Mar. 21.

D. H. McFarland, Atlas Portland Cement Co., 30 Broad St., New York, N. Y.:

Message received go very slow on orders and especially contracts. Stop. Confer daily with Miner regarding manufacturing and shipping prospects. Stop. Do not let them load us with business we cannot ship especially at prevailing prices. Stop. Keep me continually posted.

J. R. M.

[fol. 2043½]

DEF'TS' Ex. No. D 82

March 21, 1918.

John R. Morron, Castle Hot Springs Hotel, Hot Springs, Arizona:

Further information from dealers indicates practically all competitors' prices increased forty cents per barrel including export.

When I am positive that this information is correct do you desire me to follow.

D. H. MacFarland.

[fol. 2044]

DEF'TS' Ex. No. D 83

West Union Telegram

Castle Hot Springs,
Ariz., 1918, Mar. 22.

B. H. McFarland, care Atlas Portland Cement Co., 30 Broad St., New York, N. Y.:

Message received yes when you get definite information from trade act promptly. Stop. We cannot afford to be overloading with shipping and manufacturing conditions so uncertain. Stop. Fight shy of contracts. Stop. Keep me posted as to volume.

J. R. M.

[fol. 2044½]

DEF'TS' Ex. No. D 84

March 23, 1918.

John R. Morron, Castle Hot Springs Hotel, Hot Springs, Arizona:

Our prices in hands of trade this morning forty cents advance to meet competitors' prices in hands of dealers. Closed so far about fifty thousand barrels contracts practically all dollar fifty price. Have received thirty-five thousand barrels dealers immediate shipment business. Have been able to refuse without hurting us about two hundred thousand barrels future business. Situation in hand perfectly. No developments West. McConnell Dayton Monday to watch that situation.

D. H. MacFarland.

[fol. 2045]

DEF'TS' Ex. No. D 85

Western Union Telegram

Castle Hot Springs,
Ariz., 1918, Mar. 24.

D. H. McFarland, Atlas Portland Cement Co., 30 Broad St., New York, N. Y.:

Message received volume sounds about right. Stop. Keep me constantly posted of any new developments. Stop. Leaving here Thursday starting for Chicago from Phoenix Friday.

J. R. M.

[fol. 2045½]

DEF'TS' Ex. No. D 86

Western Union Telegram

Castle Hot Springs,
Ariz., Mar. 24, 1918.D. H. McFarland, Atlas Portland Cement Co., 30 Broad St., New
York, N. Y.:

Don't accept any business except daily dealers until Miner notifies you of government decision on operation. Stop. We must have free cement to sell later. Stop. This applies both east and west. Stop. Please show this message to Miner.

J. R.

[fol. 2046]

DEF'TS' Ex. No. D 87

Philadelphia, March 22, 1918.

McKenna:

Confirming telephone conversation of this afternoon, you will please issue quotations to dealers dated today for Pennsylvania east of the mountains; Southern New Jersey; Delaware, Maryland; District of Columbia; Virginia; basis \$1.90 Lehigh Valley; \$1.90 Fordwick, and 40¢ up at Union Bridge (I believe that price is now \$1.68 which would make the new price \$2.08), plus package and freight to destination.

We will advise you tomorrow in regard to Western Pennsylvania and West Virginia points.

CAK-MH.

[fols. 2046½ & 2047] DEF'TS' Ex. No. D 88

Boston Office, March 22, 1918.

Confirming telephone conversation of this afternoon—you will please issue at once quotations to dealers on basis of \$1.90 bulk Lehigh Valley; \$2.00 bulk Hudson. Cost of package and freight to be added in arriving at destination prices.

CAK-MH.

(Here follows Defendants' Exhibit No. D 129, marked side folio page 2048.)

CHART 5 PERCENTAGE CHANGE IN CEMENT AND OTHER CONSTRUCTION MATERIALS

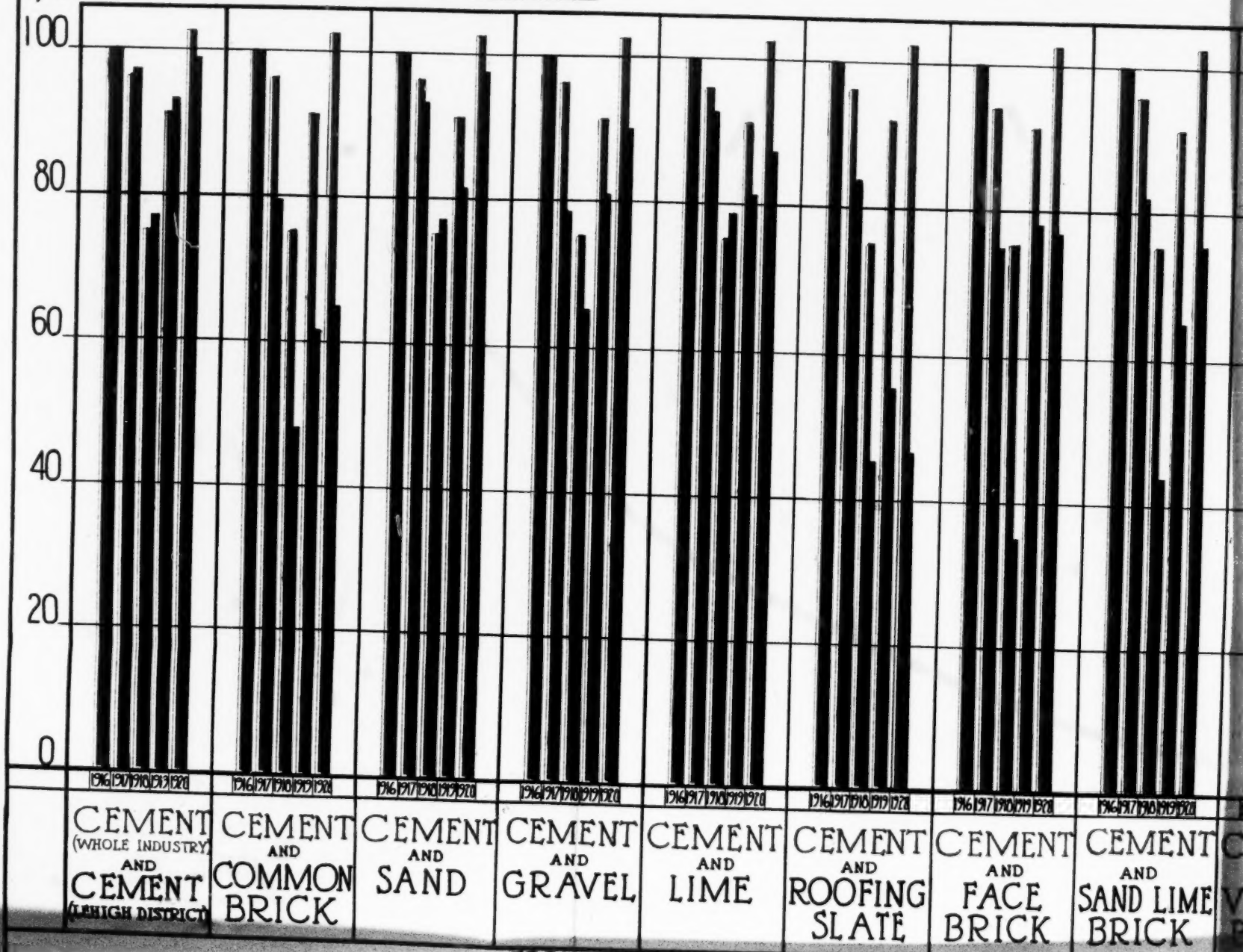
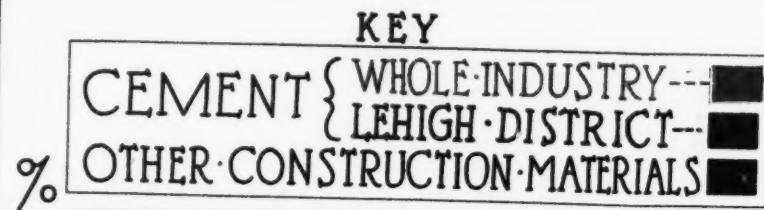
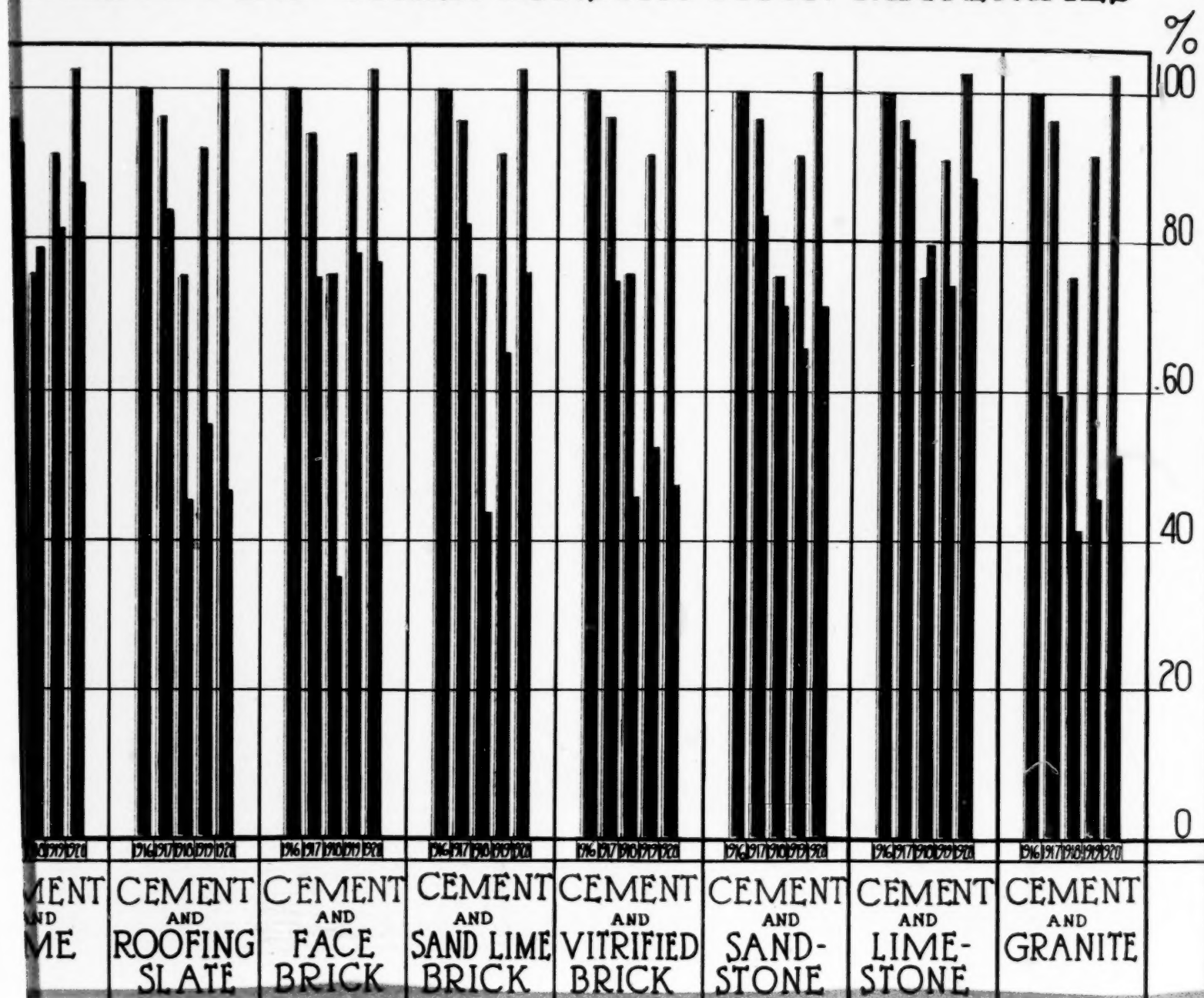


CHART SHOWING PERCENTAGE CHANGE IN VOLUME OF SHIPMENTS CEMENT AND OTHER CONSTRUCTION MATERIALS



[fol. 2049]

DEF'TS' Ex. No. D 130

Portland Cement Association
Chicago

Circular Letter to Member Companies

May 25, 1920.

Many companies are having difficulty in obtaining enough sacks and enough labor for packing and loading cement in sacks. As suggested in our letter of May 11 on this subject, active promotion of bulk cement shipments would be timely.

The Association booklet, Bulk Cement, has been revised and reprinted and is now ready for distribution. Members desiring copies may purchase them at three cents each. A sample copy is enclosed herewith.

Yours truly, H. G. Jacobsen, Secretary Committee on Packages.

[fol. 2049½]

DEF'TS' Ex. No. D 130 A

Portland Cement Association

Washington, D. C.

Circular Letter to Member Companies

May 26, 1920.

Mr. Wooley's Talk

At a noon luncheon today of the City Club Mr. Wooley of the Interstate Commerce Commission gave a talk on the traffic situation. The principal points he made were:

1. Very strong emphasis on the extreme seriousness of the situation caused by the general car shortage.
2. That by unification of control in operation of the railroads it would be possible to alleviate the situation.
3. That the present turmoil was the direct outgrowth of lack of understanding evidenced by railroad operators. They thought they could handle the situation by individual control but who within five days after return of the railroads to them called on the Interstate Commerce Commission for help.

[fol. 2050] 4. In answer to direct question stated the Interstate Commerce Commission did not expect to resort to priorities.

Mr. Wooley was evidently laboring under very strong restraint and had more trouble as to what not to say than what he should tell.

Letter from U. S. Bureau of Public Roads

Attached is letter that is being sent to all State Highway Departments by the U. S. Bureau of Public Roads. This letter is significant as evidence of the leadership and a sense of responsibility that Mr. MacDonald, Chief of the Bureau, has taken in the road work of the country.

A. N. Johnson.

[fol. 2050 $\frac{1}{2}$]

DEF'TS' Ex. No. D 131

Portland Cement Association

Washington, D. C.

Circular Letter to Member Companies

June 22nd, 1920.

General Situation

There is nothing encouraging to report. Service Orders 6 and 7 clamp the lid tight on open top car shipments of all commodities except coal East of the Mississippi River and except in the direction of empty haul to the mines. Commission on Car Service advised all Railroads that they will be held by the I. C. C. to strict compliance with these orders.

Reports from two of our member Companies indicate that their mills must soon close, due to non-receipt of materials as a result of these Orders (Nos. 6 and 7).

Mr. MacDonald of the U. S. Road Bureau has today raised the question with the Solicitor of the Dept. of Agriculture as to the legality of the delegation by Congress of the powers to the I. C. C. under the Transportation Act of 1920.

[fol. 2051] Members of the National Association of Sand and Gravel Producers are seriously considering taking the matter into Court, which seems to them to be the only solution to bring any immediate relief.

I have heard many express the opinion that the whole situation should have been handled by a Fuel Administrator and believe that one should be appointed rather than to attempt adjustments through restrictions of transportation facilities by the I. C. C.

There still continues lack of complete harmony between the Commission on Car Service of the American Railway Association and the Railway Executives, which is particularly unfortunate in the present crisis.

We are bringing the whole situation to the attention of Mr. Franklin T. Miller, Assistant to the Senate Committee on Reconstruction and Production, in the hope that the Committee may soon arrive at some constructive suggestions and give them wide publicity.

A. N. Johnson.

[fol. 2051½]

DEF'TS' EX. NO. D 132

A Plea for Abrogation or Modification of Service Order No. 7, Submitted by the Portland Cement Association, Represented by A. N. Johnson

To the Honorable the Interstate Commerce Commission:

The Portland Cement Association representing the cement industry joins with other construction industries in seeking this opportunity to present to the Interstate Commerce Commission certain facts and opinions regarding the traffic situation in the hope that with the new information that may thus be placed at the command of the Commission there may result:

1. Immediate relief to the construction industry through change or abrogation of Service Order No. 7;

2. The establishment of a fixed policy that will prevent in the future, except in time of war or other extreme emergency, any resort to preferential treatment of shippers or the establishment of prioriteis.

[fol. 2052] We are not unmindful of the complicated and grave character of the situation which confronts the Commission, in that it is called upon to guide the policy of railroads physically unable to take care of the traffic offered.

Nor are we unmindful of the fact that a serious coal situation faces the country. In certain sections the stocks of coal are low and it becomes necessary for the maintenance of industrial and domestic welfare in those sections that stocks be accumulated. But with the quantities of coal already produced this year, several million tons in excess of that produced during a similar period last year, as we are informed, there would seem to be no insurmountable difficulty to build up stocks of coal in those sections of the country reported to be in distress without general derangement of the traffic facilities of the eastern half of the country.

It hardly appears fair or logical to give priority for the transportation of all coal for all uses and to all parts of the country, when an emergency shortage exists in but a few well defined sections of the country, and for certain specific uses only.

The cement industry has a two-fold interest as regards the effect of Order No. 7. Whatever tends to curtail the construction industry has direct influence on the cement business. Also, many cement mills are dependent on open top cars for raw materials.

Since November, 1918, the construction industry, second only to agriculture, has been continuously handicapped. Governmental restrictions, increased cost, labor shortage, production shortage, lack [fol. 2052½] of transportation facilities, have all combined to prevent construction enterprises. The construction industry is basic. Whatever tends to curtail this industry is certain of far-reaching effect and if carried much further must result in great industrial depression.

The situation is rendered all the more serious as in the past

three years there has been a marked deficiency of complete structures. During this time the demand and the need have been increasingly urgent for all classes of buildings, farm structures, roads and railroad construction. There is a deficiency today of not less than one million homes.

At the present time there are actually available for highway construction over seven hundred million dollars, money that cannot be used for other purposes. These roads, if constructed, will be of great help in lessening railroad terminal congestion.

It is recognized that terminal congestion plays a far larger part in the present difficulties of the railroads than the moving of business over the roads out on the lines. Much of the terminal congestion results from the short-haul shipment of necessary food products for the daily subsistence of the people living in our large cities. Therefore not the least among the structures for which need is most pressing are improved roads, in order that motor trucks operating over such roads may in taking over a greater share of short-haul traffic contribute in still greater degree to the relief of terminal congestion. Not only should new roads be built but those now in use must be maintained.

[fol. 2053] The country over, contractors and contracting organizations find their entire business capital jeopardized and ruin staring them in the face, due to their inability to secure necessary materials, such as sand, gravel, lime, cement and other basic construction materials.

The structures into which these materials enter add to the permanent wealth of the country. Materials and labor which go into construction work are not consumed but are transformed into a house, industrial building, county highway, or waterpower development and in this transformation become additions to the permanent, taxable wealth of the country and also become tools for production of additional wealth.

It was expected and hoped, and there was every prospect the first of the year, that construction operations would be active and real progress made in replenishing the depleted plant of the country. Without this construction increased production, a prime necessity the world over, cannot take place.

It should be borne in mind that the results are more than the immediate suspension of construction projects, disastrous as they are. Contractors with equipment lying idle and deteriorating, organizations scattered, and expenses continuing, will of necessity have to recoup and it will be the cause of a continued increase in prices. For every hazard which a contractor must should the public must pay an increased price. This is the insurance the contractors will demand. Therefore, there is seen the importance not only of some immediate relief but of the establishment of a policy that will re-[fol. 2053½] move as far as possible such transportation hazards as have been experienced this season.

In this general disturbance to construction activity the cement industry is seriously interested. It is also directly concerned with the movement of raw materials in open top cars. Many mills are today

curtailing production because of non-receipt of raw materials, and in a few instances mills are compelled to close and remain idle, their workmen without pay.

We, therefore, take this opportunity respectfully to point out to the Commission:

1. That the arbitrary derangement of traffic facilities first, under order of the Commission on Car Service of the American Railway Association through Circular CCS-33, and later under order of the Interstate Commerce Commission known as Service Order No. 7, has not accomplished what we believe was the intent of the Commission, namely to have coal distributed where needed and to keep down prices; but has caused a most serious condition to be faced by all interested in the construction industry.

2. That the principle of giving to a single industry arbitrarily an undue proportion of the transportation facilities of the country is wrong and in practice is found to accentuate many-fold the difficulties which it was the intent to correct.

We all recognize there is a shortage of transportation facilities just as there is a shortage of many other essential factors in the industrial progress of the country. But arbitrarily to assign to any given [fol. 2054] group of shippers an undue share of the restricted facilities creates an unbalanced situation which threatens the whole industrial structure.

We strongly believe and urge that the Interstate Commerce Commission should use its great power to see that transportation facilities are furnished to all shippers, who should share and share alike. That if there is a shortage at any particular point or section of the country of a given commodity, as for example coal, that the remedy does not lie in a general derangement of transportation facilities and the curtailment of such facilities to essential industries.

In closing, we submit that to throw the entire burden and responsibility for carrying this burden, due to the shortage of transportation facilities, upon the construction industry is an unsound business policy, is unfair to the public and unjust to the contractors and material producers who now face financial ruin. And we ask that Order No. 7 be modified to correct these conditions and that a fixed policy be established that will prevent in the future priorities and discriminations against or in favor of any industry.

[fol. 2054½]

DEF'TS' EX. NO. D 133

Portland Cement Association

Washington, D. C.

August 21, 1920.

Circular Letter to Member Companies

The supply of open top cars for shipment of building material should be improved by the drastic national measure taken this week

to relieve the congestion of coal which has been particularly severe at the Ports of Baltimore and Norfolk. This embargo is clamped down on the movement of all coal to tidewater except upon a definite showing that the coal, upon arrival at piers, will be unloaded into vessels with reasonable promptness.

This action, concurred in by the Railroads and the National Coal Association, followed immediately upon the revelations before the Calder Committee at its hearing in Baltimore on Wednesday, when witnesses testified that 5,000 cars were held at that port. Resulting agreement and orders were given to the press Friday by the American Railway Association. While the new regulations are directed at the conditions existing in Baltimore, where the greatest congestion [fol. 2055] on the Atlantic seaboard is said to exist, the effect of the action taken will be countrywide.

"Primarily," said Mr. W. L. Andrews, Vice Pres. of the Consolidated Coal Co., "the embargo is a transportation matter and is directed against every port on the Atlantic tidewater. It is putting into effect an intelligent system of permits intended, first of all, to clear up congestion at the various terminals, and secondly, to bring quickly back into use thousands of cars now being held at terminals. After this congestion is cleared up, the permit system will be used to keep cars in motion."

George A. Ricker, District Engineer.

(Here follows Defendants' Exhibit No. D 134, marked side folio page 2056.)

[fol. 2057]

DEF'TS' Ex. No. D 136

Western Union Telegram

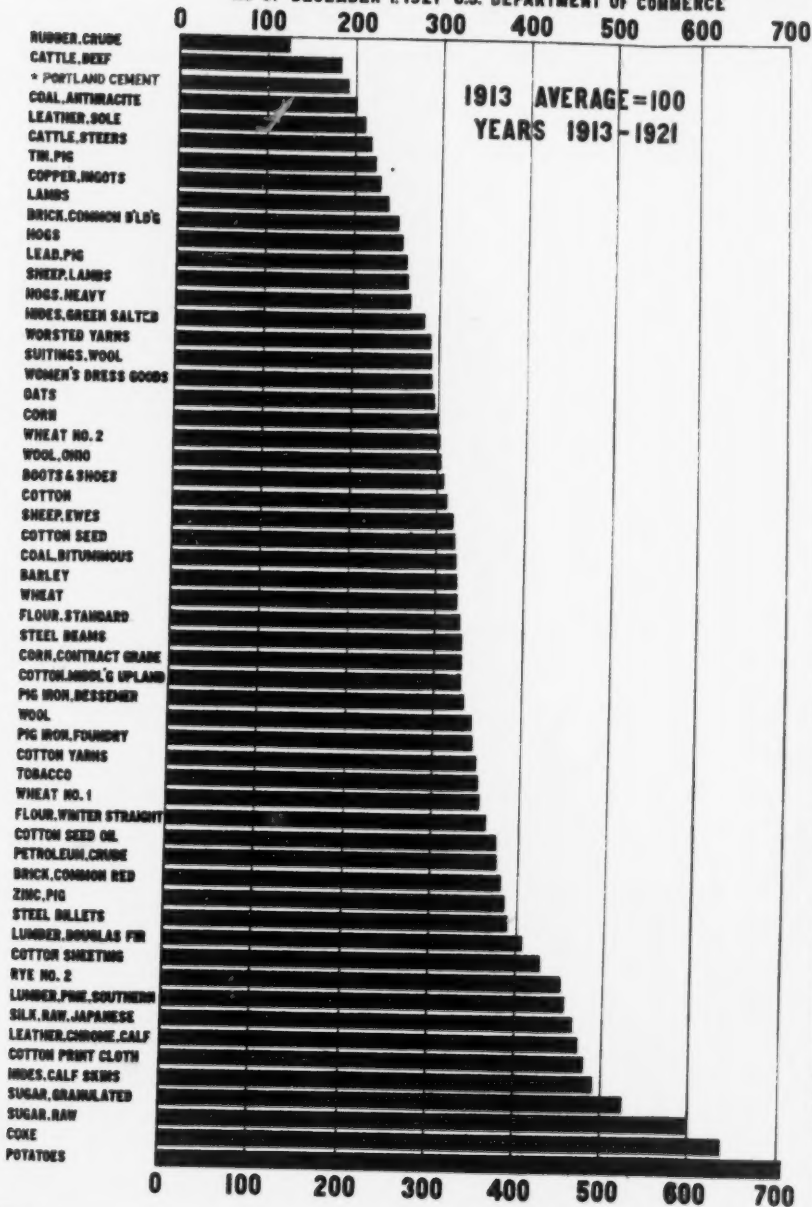
Phœnix, Ariz., 1922, Apr. 24.

John R. Morron, 25 Broadway, New York, N. Y.:

First went to Loomis, December Nineteen Fourteen returned to New York November Nineteen Fifteen and left in one week for Arizona, returned to New York, April Nineteen Seventeen was there until August, Nineteen Nineteen then Saranac, was there three months then left for Arizona, returning New York, May, Nineteen Twenty One.

W. A. Holman.

DEFENDANT'S EXHIBIT No. D 134

MAXIMUM WHOLESALE PRICES OF COMMODITIESFROM "SURVEY OF CURRENT BUSINESS"
AS OF DECEMBER 1, 1921 U.S. DEPARTMENT OF COMMERCE

INDEX NUMBER

1088

to re
at th
down
show
vessel

Th
Assoc
Calde
witne
agree
can l
at th
[fol.
of th
"P
dated
direc
into
clear
quick
After
to ke

(Her

[fol.

John

Fi
New
Arizc
there
mont
Twer

[fol. 2057½]

DEF'TS' EX. NO. D 137

Edison Portland Cement Co.

N. Y. City

Announcement

Effective June 1, 1920, the Edison Portland Cement Company will adopt the practice of quoting a uniform delivered price on Edison Cement, applicable to dealers and consumers alike.

Recognized dealers will be allowed a 10% trade discount from the delivered price, exclusive of the value of the package.

This action has been deemed advisable in fairness to dealers, who are today receiving no more remuneration for their services than formerly when prices and costs of doing business were approximately half of what they are today—and to give contractors more stable prices by the elimination of the present uncertainty prevailing on the border line between territories having various differentials.

The above in no way affects the present cash discount of 5c. per barrel for payment of invoices within ten (10) days from date of shipment.

Edison Portland Cement Company. Stephen B. Mambert,
President.

[fol. 2058]

DEF'TS' EX. NO. D 147

Cement Prices F. O. B. Mill

March 20, 1919.

Vulcanite Portland Cement Co., #8 West Fortieth Street, New York City.

GENTLEMEN: Your letter of March 18 in reply to ours of March 12 regarding cement prices advises that it is against the policy of your Company to name prices f. o. b. your plant, and that you have consistently declined to do so for the United States Government or anyone else.

I consider our request a perfectly reasonable one. Since we received satisfactory replies to the same letter written to a number of other companies, we shall be able to secure quite satisfactory competition with the companies that were willing to give us a positive reply to our request.

Very truly yours, — — —, State Highway Engineer.
WGT/O'B.

[fol. 2058½]

DEF'TS' EX. No. D 148

Vulcanite Portland Cement Co.

New York

Prices of Cement f. o. b. Plant

March 11th, 1919.

Mr. Harry D. Robbins, Div. Engr. State Highway Dept., Broad St. Bank Bldg., Trenton, New Jersey.

DEAR SIR: As an assistance and guide in making up estimate as to the cost of Concrete Roads, which roads run between towns and are not City Pavements, I wish to advise you the cost of "Vulcanite" Portland Cement delivered to Contractors in your district.

The prices named are the net prices, without the bags. The bags are 25 cents each, four bags to the barrel; we pay the contractor 25 cents apiece for all bags returned to our Plant at Vulcanite, New Jersey, in good condition, freight prepaid.

[fol. 2059] Therefore, for all practical purposes, the net prices named are the prices which would be paid by the contractor if no bags were lost or damaged, of course less the amount of freight.

We would contract at these prices at the present time but do not guarantee them unless quotation for a specified piece of work is asked for. The quotation would then become a protection for such period of time as may be shown on the quotation.

From every indication I would say there would be no change in these prices during the year 1919.

Delivered, Trenton, New Jersey, price is \$2.37 per bbl.

" Burlington "	" "	" "	2.39	" "
" Heightstown "	" "	" "	2.39	" "
" Lakewood "	" "	" "	2.49	" "
" Point Pleasant "	" "	" "	2.51	" "
" New Brunswick "	" "	" "	2.39	" "

Very truly yours, Vulcanite Portland Cement Co. Albert Moyer, Manager of Sales. H. S.

[fol. 2059½] Vulcanite Portland Cement Co.

New York, March 11th, 1919.

Mr. J. A. Williams, Asst. Div. Engr., 503 Market St., Camden, New Jersey.

DEAR SIR: As an assistance and guide in making up estimate as to the cost of Concrete Roads, which roads run between towns, and are not City Pavements, I wish to advise you the cost of "Vulcanite" Portland Cement, delivered to Contractors in your district.

Delivered Camden, New Jersey, price is \$2.39 per bbl.

The price named is net price, without the bags. The bags are 25 cents each, four bags to the barrel; we pay the contractor 25

cents apiece for all bags returned to our Plant, at Vulcanite, New Jersey, in good condition, freight prepaid.

Therefore, for all practical purposes, the net price named is the price which would be paid by the contractor if no bags are lost or [fol. 2060] damaged, of course, less the amount of freight.

We would contract at this price at the present time but do not guarantee it unless quotation for a specified price of work is asked for. The quotation would then become a protection for such period of time as may be shown on the quotation.

From every indication I would say there would be no change in this price during the year 1919.

Very truly yours, Vulcanite Portland Cement Co. Albert Moyer, Manager of Sales.

[fol. 2060½] Vulcanite Portland Cement Co.

New York, March 11, 1919.

Mr. Wm. G. Thompson, State Highway Engr., Trenton, New Jersey.

DEAR SIR: As an assistance and guide in making up estimate as to the cost of Concrete Roads, which roads run between towns, and are not City Pavements, I wish to advise you the cost of "Vulcanite" Portland Cement, delivered to Contractors in your district.

The prices named are the net prices, without the bags. The bags are 25 cents each, four bags to the barrel; we pay the contractor 25 cents apiece for all bags returned to our Plant at Vulcanite, New Jersey, in good condition, freight prepaid.

Therefore, for all practical purposes, the net prices named are the prices which would be paid by the contractor if no bags were lost or damaged, of course less the amount of freight.

We would contract at these prices at the present time but do not guarantee them unless quotations for a special piece of work are asked for. The quotations would then become a protection for such period of time as may be shown on the quotations.

From every indication I would say there would be no change in these prices during the year 1919.

[fol. 2061]

Delivered	Trenton, New Jersey,	price is	\$2.37	Per bbl.
"	Camden,	" "	2.53	" "
"	Atlantic City,	" "	2.53	" "
"	Cape May,	" "	2.57	" "
"	Bridgeton,	" "	2.51	" "
"	Salem,	" "	2.51	" "
"	Penns Grove,	" "	2.51	" "
"	Barnegate,	" "	2.51	" "
"	Toms River,	" "	2.51	" "
"	Lakewood,	" "	2.49	" "
"	Perth Amboy,	" "	2.35	" "
"	Rahway,	" "	2.37	" "
"	Elizabeth,	" "	2.35	" "
"	Plainfield,	" "	2.37	" "
"	Morristown,	" "	2.37	" "
"	Paterson,	" "	2.37	" "
"	Hackensack,	" "	2.41	" "
"	Butler,	" "	2.37	" "
"	Newton,	" "	2.37	" "
"	Phillipsburg,	" "	2.22	" "
"	Hackettstown,	" "	2.33	" "
"	New Brunswick,	" "	2.39	" "

Very truly yours, Albert Moyer, Manager of Sales.

[fol. 2061½]

March 13, 1919.

Vulcanite Portland Cement Co., #8 West 40th Street, New York City.

GENTLEMEN: I thank you for the advice contained in your letter of March 11 covering prices at which cement will be delivered to contractors in various cities and localities in New Jersey.

It is understood that these are the net prices, including freight, delivered to the contractor at the railroad siding.

Very truly yours, — — —, State Highway Engineer.
WGT/O'B.

[fol. 2062] State of New Jersey, State Highway Commission

Camden, N. J., March 14, 1919.

Mr. E. E. Reed, Asst. State Highway Engineer, Trenton, N. J.

DEAR SIR: I am sending you the attached letter for your information, incidental with the proposed inquiry into Cement prices.

Very truly yours, J. A. Williams, Acting Division Engineer.

March 20, 1919.

Mr. John A. Williams, Act. Div. Engr., State Highway Department.
503 Market St., Camden, N. J.

Re Cement Prices

DEAR MR. WILLIAMS: I would acknowledge with thanks your letter of the 14th instant inclosing a letter from the Vulcanite Portland Cement Company, in which they quote their latest prices.

Very truly yours, ———, Assistant State Highway Engineer. I.

Vulcanite Portland Cement Co.

New York, April 2, 1919.

Mr. John W. Herbert, Chm. State Hgy. Comm. of New Jersey, 31
Nassau Street, New York City.

DEAR SIR: Please refer to our letter of March 11th, 1919, and correct the prices mentioned therein to read:

Present prices f. o. b. cars as follows:

Trenton,	New Jersey,	\$2.22	Net	per	bbbl.
Camden,	" "	2.24	"	"	"
Atlantic City,	" "	2.38	"	"	"
Cape May,	" "	2.42	"	"	"
[fol. 2063]					
Bridgeton,	" "	2.36	"	"	"
Salem,	" "	2.36	"	"	"
Penns Grove,	" "	2.36	"	"	"
Barneгат,	" "	2.36	"	"	"
Toms River,	" "	2.36	"	"	"
Lakewood,	" "	2.34	"	"	"
Perth Amboy,	" "	2.20	"	"	"
Rahway,	" "	2.22	"	"	"
Elizabeth,	" "	2.20	"	"	"
Plainfield,	" "	2.22	"	"	"
Morristown,	" "	2.22	"	"	"
Paterson,	" "	2.22	"	"	"
Hackensack,	" "	2.26	"	"	"
Butler,	" "	2.22	"	"	"
Newton,	" "	2.22	"	"	"
Phillipsburg,	" "	2.07	"	"	"
Hackettstown,	" "	2.18	"	"	"
New Brunswick,	" "	2.24	"	"	"

Sacks charged and repurchased at 15¢ each.

Yours very truly, Vulcanite Portland Cement Co. Albert
Moyer, Manager of Sales.

[fol. 2063½] Vulcanite Portland Cement Company

New York, April 2nd, 1919.

Mr. J. A. Williams, Asst. Div. Engr., 503 Market St., Camden, N. J.

DEAR SIR: Please refer to our letter of March 11th, 1919, and correct the price mentioned therein to read:

Present price f. o. b. cars Camden, N. J., \$2.24 net per bbl.

Sacks charged and repurchased at 15¢ each.

Yours very truly, Vulcanite Portland Cement Co. Albert
Moyer, Manager of Sales, by B. C. Hammond.

[fol. 2064] Vulcanite Portland Cement Co.,

New York, April 3, 1919.

Mr. Wm. C. Thompson, Highway Engineer, Trenton, N. J.

DEAR SIR: Please refer to our letter of March 11, 1919, and correct the prices mentioned therein to read as follows, Delivered:

Trenton,	New Jersey,	\$2.22	Net	per	bbl.
Camden,	" "	2.24	"	"	"
Atlantic City,	" "	2.36	"	"	"
Cape May,	" "	2.42	"	"	"
Bridgeton,	" "	2.36	"	"	"
Salem,	" "	2.36	"	"	"
Penns Grove,	" "	2.36	"	"	"
Barnegat,	" "	2.36	"	"	"
Toms River,	" "	2.36	"	"	"
Lakewood,	" "	2.34	"	"	"
Perth Amboy,	" "	2.20	"	"	"
Rahway,	" "	2.22	"	"	"
Elizabeth,	" "	2.20	"	"	"
Plainfield,	" "	2.22	"	"	"
Morristown,	" "	2.22	"	"	"

[fol. 2064½]

Paterson,	" "	2.22	"	"	"
Hackensack,	" "	2.26	"	"	"
Butler,	" "	2.22	"	"	"
Newton,	" "	2.22	"	"	"
Phillipsburg,	" "	2.07	"	"	"
Hackettstown,	" "	2.18	"	"	"
New Brunswick,	" "	2.24	"	"	"

Sacks charged and repurchased at 15¢ each.

Yours very truly, Vulcanite Portland Cement Co. Albert
Moyer, Sales Manager.

[fol. 2065]

April 4, 1919.

Mr. Albert Moyer, Sales Mgr. Vulcanite Portland Cement Co., 8 West 40th Street, New York City.

DEAR SIR: Receipt is acknowledged of your letter of April 3 referring to your letter of March 11, 1919, and correcting the prices mentioned in your letter of March 11 on cement delivered at different points in New Jersey.

This list of cement prices will be compared with the list given in your letter of March 11, and all necessary changes made.

Very truly yours, — —, State Highway Engineer.
WGT/O'B.

[fol. 2065½] State of New Jersey, State Highway Commission

Quotations

Camden, New Jersey, April 4, 1919.

Mr. E. E. Reed, Asst. State Highway Engineer, State Highway Commission, Trenton, New Jersey.

DEAR SIR: I am mailing herewith a copy of letter from the Vulcanite Portland Cement Company relative to cement prices.

Very truly yours, J. A. Williams, Acting Division Engineer.
WBW/P.

[fol. 2066]

April 7, 1919.

Mr. J. A. Williams, Act. Div. Engr., State Highway Department, 503 Market St., Camden, N. J.

Re Quotations

DEAR MR. WILLIAMS: I wish to acknowledge with thanks the receipt of your letter of April 4, attaching thereto a letter from the Vulcanite Portland Cement Company quoting their latest prices.

Very truly yours, — —, Assistant State Highway Engineer.

[fol.2066½]

DEF'TS' Ex. No. D 149

Name	Address	Price per barrel f. o. b. mill
Allentown Portland Cement Co.....	Allentown, Penna....	Unwilling to quote.
Alpha Portland Cement Co.....	Easton, Penna.....	\$3.00 barrel in cotton bags.
Atlas Portland Cement Co.....	New York City.....	\$3.00 barrel in cotton bags.
Coplay Cement Mfg. Co.....	New York City.....	Unwilling to quote.
Crescent Portland Cement Co.....	Wampum, Pa.....	Unwilling to quote.
Dexter Portland Cement Co.....	New York City.....	\$3.37 per bbl. in cloth bags.
Dixie Portland Cement Co.....	Chattanooga, Tenn...	Unwilling to quote.
Edison Portland Cement Co.....	New York City.....	\$3.00 bbl. in cloth sacks, \$2.30 per bbl. paper bags, \$1.95 in bulk.
Giant Portland Cement Co.....	Philadelphia, Pa....	Unwilling to quote.
Ironton Portland Cement Co.....	Ironton, Ohio.....	Unwilling to quote.
Knickerbocker Portland Cement Co..	New York City.....	Unwilling to quote.
Kosmos Portland Cement Co.....	Louisville, Ky.....	Unwilling to quote.
Lawrence Cement Co.....	New York City.....	\$2.00 per bbl. plus 25¢ ea. for cloth sacks.
[fol.2067] Lehigh Portland Cement Co.	Allentown, Pa.....	Unwilling to quote.
Louisville Cement Co.....	Louisville, Ky.....	\$2.85 per bbl. at plant, Speed's Ind.
Penn-Allen Cement Co.....	Philadelphia, Pa....	\$3.00 per bbl. in cloth bags.
Phoenix Portland Cement Co.....		
Vulcanite Portland Cement Co.....	New York City.....	Unwilling to quote.
Whitehall Cement Mfg. Co.....	Philadelphia, Pa....	Unwilling to quote.

No replies were received from the following:

Alsen's Amer. Portland Cement Works.	New York City.....	
Castalia Portland Cement Co.....	Pittsburgh, Pa.....	Sandusky Cement Co., Cleveland, Ohio.
Clinchfield Portland Cement Co.....	Kingsport, Tenn.....	Security Cement & Lime Co., Hagerstown, Md.
Coosa Portland Cement Co.....	Birmingham, Ala....	Virginia Portland Cement Co.
Diamond Portland Cement Co.....	Cleveland, Ohio.....	Allentown, Pa.
Glenn Falls Portland Cement Co.....	Glens Falls, N. Y.....	
Helderberg Cement Co.....	Albany, N. Y.....	
Pennsylvania Cement Co.....	New York City.....	

[fol. 2067 $\frac{1}{2}$]

DEF'TS' EX. No. D 150

Materials Delivery Corporation

New York, Jan. 20th, 1920.

Atlas Portland Cement Company, #30 Broad Street, New York City.

GENTLEMEN: We wish to advise you that we have decided to expand our business. In addition to handling sand, gravel and broken stone, we are going to handle a full line of mason and builders' supplies, and it is our intention to carry a full line of these materials in our storehouse.

We shall, therefore, appreciate very much your quotation on the dealers' basis, at the earliest possible moment, for delivery, in the Borough of Manhattan and the Borough of Queens, of Portland Cement in carload and boatload quantities, as we feel we meet every requirement as a dealer as defined by the various dealers' associations.

Thanking you for an early reply, we remain,

Very truly yours, Materials Delivery Corporation. J. A. Norton, Secretary.

[fol. 2068]

DEF'TS' EX. No. D 151

January 21, 1920.

Materials Delivery Corporation, 53rd St. & East River, New York.

GENTLEMEN: We have your letter of the 20th by Mr. Norton. Our understanding is, from this letter, that you are going to be permanent dealers in building material—sand, gravel and cement—both in carload and less than carload lots; and this being so, the Atlas company will greatly appreciate an opportunity to quote whenever you are in the market.

Yours very truly, The Atlas Portland Cement Company.

— — —, Eastern Sales Manager.

[fol. 2068 $\frac{1}{2}$]

DEF'TS' EX. No. D 152

April 5th, 1921.

Messrs. George A. Fuller Co., New York, N. Y.

GENTLEMEN:

Attention Purchasing Department

We understand that you are estimating on the proposed addition to the Bamberger Department Store building in Newark and take

the liberty of enclosing quotation on Saylor's Portland Cement for the requirements of the work.

You may recall that we furnished approximately 30,000 barrels which were used in the construction of the present building.

Mr. Louis Bamberger is one of our stockholders, and if you receive the contract for the construction of the new building, we hope to have the pleasure of supplying you with Saylor's.

If you should prefer to have the business handled by one of the local dealers in Newark, we are in a position to make favorable arrangements for so doing.

Very truly yours, Coplay Cement Mfg. Co. ————,
General Sales Manager.

[fol. 2069]

April 5, 1921.

Messrs. George A. Fuller Co., 949 Broadway, New York, N. Y.

GENTLEMEN: Newark, N. J. 2.93. Twenty-five. * * * See below.

Requirements of addition to the Bamberger Department Store, Newark, N. J.

10c.

[fol. 2069½]

DEF'TS' Ex. No. D 153

The Foundation Company
120 Liberty Street, New York

November 1, 1920.

Lawrence Cement Company, 302 Broadway, New York City.

GENTLEMEN:

Attention of Mr. D. W. Demler

We are in receipt of your letter of the 30th stating that you have made shipment of 809 barrels of cement to apply on our approximate requirements of 800 barrels, as per our letter of the 27th.

We wish to express our thanks for the prompt manner in which you have made shipment of the balance of this cement. It will not be practicable at this time for us to cancel our order with you for the reason that all of the cement now in transit has not passed the test, and again we might have some cement damaged in our warehouse between now and the closing of the season, and it is barely possible we might be obliged to call upon you for cement to take care of such contingency.

[fol. 2070] We will advise you at the earliest possible moment whether we will require any additional cement. It now seems probable that none will be required.

Yours very truly, A. I. Campbell, Ass't District Manager.

November 3, 1920.

Foundation Company, 120 Liberty St., New York N. Y.

GENTLEMEN: We have your letter of the first, and want to express our appreciation for the kind sentiment which is declared therein. We have, during the entire year, faced an appalling situation so far as the manufacturing and shipping of cement is concerned. We have attempted to take care of our contract obligations, and by doing so have turned down thousands of barrels of business, all of which could have been shipped at a substantial profit above the prevailing market price. Notwithstanding these opportunities, we have steadily maintained our position of attempting to keep our contracts in operation. We have not been able, very much to our regret, to give 100% service, but we have done everything that was humanly possible, to keep our plant in operation as near capacity as possible.

Yours very truly, Smith, Sales Manager.

[fol. 2070½]

DEF'TS' Ex. No. D 154

Copy to Mr. Larned.

December 3rd, 1920.

Messrs. Thompson-Starrett Co., 49 Wall Street, New York, N. Y.

GENTLEMEN:

Attention Mr. Meyer

We beg to confirm quotation given you by telephone today on Saylor's Portland Cement for the requirements of the new hotel at Providence, R. I.

In event of your placing this order with us, we shall give you the benefit of the market price of Saylor's Portland Cement in effect on the day shipment moves, in case the market price at time of shipment should be lower than the price stated in the contract.

In case you prefer to have the business handled through a local dealer, we can make arrangements with the J. C. Goff Co. of Providence to that end.

Hoping our proposition may receive your favorable consideration, we are,

Very truly yours, Coplay Cement Mfg. Co. — — —,
General Sales Manager. JFT-AG.

End